

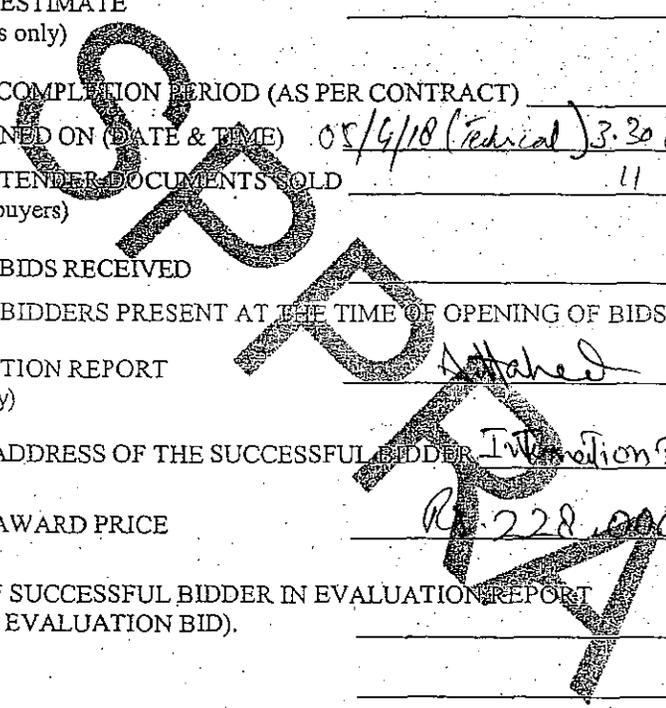
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

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 Department
- 2) PROVINCIAL / LOCAL GOVT / OTHER: Provincial
- 3) TITLE OF CONTRACT: Plant & Machinery purchase of Photo copiers & other items
- 4) TENDER NUMBER: SO (Adm. 1) (P.D) 12 (176) / Photocopiers/18
- 5) BRIEF DESCRIPTION OF CONTRACT: Plant & Machinery purchase of Photocopiers
- 6) FORUM THAT APPROVED THE SCHEME: PDWP
- 7) TENDER ESTIMATED VALUE: 8,000,000/-
- 8) ENGINEER'S ESTIMATE (For civil works only): _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): _____
- 10) TENDER OPENED ON (DATE & TIME): 05/4/18 (Technical) 3:30 P.m 10/4/18 (Financial) 3:30
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers): 11
- 12) NUMBER OF BIDS RECEIVED: 09
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: 09
- 14) BID EVALUATION REPORT (Enclose a copy): Attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: Information Business Products (Pvt) Ltd
188-A, Block 2
Humera Centre
Plot No. 188-A, Street
Industrial Estate
- 16) CONTRACT AWARD PRICE: Rs. 228,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID): 1st

05/04/2018
for office
of RIT
with



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 Chairman, PND Board

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 | <u>SPPRA# 27381</u> |
| No | |

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

| | |
|-----|---|
| Yes | <u>Dawn News 23-3-2018</u> <u>Daily Awaz 23-3-2018</u> |
| 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 type="checkbox"/> | No | <input checked="" 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 checked="" 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 type="checkbox"/> | No | <input checked="" type="checkbox"/> |
|-----|--------------------------|----|-------------------------------------|

SPPRA

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"/> |
|-----|-------------------------------------|----|--------------------------|

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"/> |
|-----|--------------------------|----|-------------------------------------|

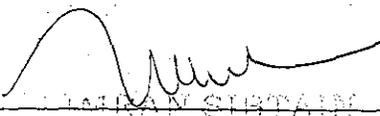
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

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

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

Signature & Official Stamp of
Authorized Officer


M. I. KHAN
Secretary
Planning & Development
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



NO.SO(Admn-I)/P&D/12(176)/2018

**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT
DEPARTMENT**

Karachi, dated the 28th May, 2018

LETTER OF AWARD

To,

✓ M/S. International Business Products (PVT) LTD.,
Head Office: 188-A, Block 2, Humera Centre, P.E.C.H.S,
Shahrah-e-Faisal,
Karachi.
Tel: 021-34310940-2

SUBJECT: - **NIT: REF: SO (Admin-I)(P&D)12(176)/Photocopiers & Others/2018, Dated 23.03.2018---SPPRA Sr. 37381---Plant & Machinery (Purchase of Photocopiers and Other Items)----- Photocopier Machines (Light duty) for Office of R&T Wing, P&D.**

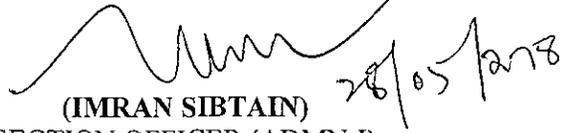
I am directed to refer to the above mentioned subject and to inform that your Bid in respect of items (Annexure-A) has been declared as lowest evaluated successful bid by Procurement Committee notified for tender titled **Plant & Machinery (Purchase of Photocopiers and Other Items)----- Photocopier Machines (Light duty)" for Office of R&T Wing, P&D.**

2. In this context, the Competent Authority has accorded the approval for the award of contract to your firm bid price amounting to Rs. 228,000/- (Two hundred Twenty Eight 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)
SECTION OFFICER (ADMN-I)
Ph: 021-99211926

CC:

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



**INTERNATIONAL
BUSINESS PRODUCTS
(PVT) LTD.**

Karachi Head Office:
188-A, Block 2, Humera Centre, PECHS,
Shahrah-e-Faisal, Karachi - Pakistan.
Tel: 34310940-2 | Fax: 34310064
E-Mail: info@ibp.net.pk

Branch Offices:
Lahore, Islamabad,
Peshawar, Quetta &
Multan

Dealers & Service Network
Throughout Pakistan

Mr. Imran Sibtain
Section Officer (Admn-I)
Planning & Development Department
Government of Sindh
Karachi.

28th May, 2018

Subject: Acceptance letter Purchase Order – Photocopier
NIT Ref: SO (Admin-I)(P&D)12(176)/ Photocopier & Others /2018

Dear Sir,

Please refer your tender inquiry and our submission of Technical and Financial bid for Photocopier machine and your issuance of Purchase Order. We hereby confirmed the receipt and acknowledge this Purchase Order for Sharp Photocopier Model AR-6026.

We are also accepting the terms and conditions against issuance of above Purchase Order.

Regards,
For International Business Products (Pvt) Ltd.

Mohammad Tayyab Khan
Chief Executive

SHARP

COPIERS • PRINTERS • CALCULATORS • FACSIMILE MACHINES • CASH REGISTERS



Allied Bank

NURSERY KARACHI

NOT OVER CALL DEPOSIT RECEIPT

CDR No. MAY 24 9 16 17

Payees A/C Only

Date

SECTION OFFICER (ADMIN) / DDO P AND D DEPARTMENT GOVT OF SINDH A/C IBP

Received from

TWENTY-TWO THOUSAND EIGHT HUNDRED ONLY

rupees

as a deposit at call bearing no interest subject to general rules of the bank with respect to such deposit.

Rs. 22,800.00

FOR ALLIED BANK LIMITED

Authorized Signatory
IBS No.

Authorized Signatory
IBS No.

When payment is required, this receipt must be returned to the bank duly discharged by the depositor under the words "Received Payment".

DO NOT WRITE BELOW THIS LINE

⑈ 1 2 4 9 1 6 1 7 ⑈ 0 1 4 0 1 5 7 ⑈ 0 0 0 1 7 5 6 9 0 0 0 1 0 1 5 7 ⑈ 0 8 0 ⑈



**INTERNATIONAL
BUSINESS PRODUCTS
(PVT) LTD.**

Karachi Head Office:
188-A, Block 2, Humera Centre, PECHS,
Shahrah-e-Faisal, Karachi - Pakistan.
Tel: 34310940-2 | Fax: 34310064
E-Mail: info@ibp.net.pk

Branch Offices:
Lahore, Islamabad,
Peshawar, Quetta &
Multan

Dealers & Service Network
Throughout Pakistan

FINANCIAL PROPOSAL

Planning & Development Department
Government of Sindh
Sindh Secretariat Karachi

5th April 2018

Subject: Technical Proposal for SHARP Digital Multifunction System

Dear Sir,
We thank you very much for showing interest in our products and as desired by you we are pleased to quote hereunder our most competitive rates for the same for your kind consideration.

HARDWARE AND PLANT & MACHINERY (PHOTOSTAT MACHINE)

Unit Price:
@ Rs. 114,000/- With GST
Total for 2 Units
Rs. 228,000/- With GST

Total for 2 Units in Words (Two Hundred & Twenty Eight Thousand Only)

S.NO 1 SHARP DIGITAL MULTIFUNCTIONAL SYSTEM AR-6026

Main Specifications

| | |
|--------------------------|--|
| Type: | Desktop |
| Copy Speed: | 26 CPM (A-4 size) / 26 PPM |
| Paper Size: | Max A3 (11"x17"), Min A6R |
| Standard Paper Capacity: | 1,100 Sheet (500 sheet paper tray X 2 and 100 sheet Multi by pass) |
| Maximum Paper Capacity: | 2,100 Sheet (500 sheet paper tray X 4 and 100 sheet Multi bypass) |
| Continues Copy: | Max. 999 Copies |
| Copy Resolution: | 600 X 600 dpi |
| Zoom Range: | From 25% to 400% in 1% increments. |
| First Copy time: | 5.2 Seconds |
| Warm Up Time: | 20 Seconds less |
| Memory: | 512MB (256 Copier + 256 Printer Embedded) |
| Electronic Sort (SOPM) | Standard |
| Printer | Yes Standard |
| Scanner | Yes Standard |
| Supported OS: | Win Vista, 7, 8, 8.1, 10, Server 2003, Server 2003R2, Server 2008, Server 2008R2, Server 2012, Server 2012R2 |
| USB Drive Print / Scan | Yes Standard |



SHARP

COPIERS • PRINTERS • CALCULATORS • FACSIMILE MACHINES • CASH REGISTERS



GOVERNMENT OF SINDH
PLANNING AND DEVELOPMENT
DEPARTMENT

Part D (IV): Price Schedule in Pak Rs

Name of Bidder: *International Business Products (Pvt) Ltd.* NIT NO. SO(Admn-I)/P&D/12(176)/2018

Opening Date: *10-4-2018 (Pub) LTD.* Date: *5/4/2018.*

Name of Items, Quantity & Specifications

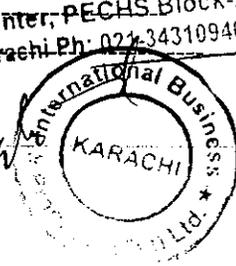
| Sr# | Renovation Service / Item Description | BOQ/ Specification | Qty offered | Unit Cost (Including Taxes) | Total Amount | Delivery period | Place of Delivery |
|-----|--|---|--|-----------------------------|------------------|-----------------|---|
| 1 | Purchase of Photocopiers and Other Items for office of the Research & Training Wing, P&D | <i>Serial # 1</i> <i>26 CPM</i> BOQ detail as per Part "C" of bidding documents | <i>2 no's</i> <i>SHARP</i> <i>Photo Copier</i> | <i>@ 114,000/-</i> | <i>228,000/-</i> | 08 months | Mezzanine Floor No.1, Fayyaz Centre, 3-A, Sindhi Muslim Cooperative Housing Society, Shahr-eh-Faisal, Karachi |
| | | <i>Serial # 2</i> <i>65 CPM</i> | <i>1 no's</i> | <i>@ 674,000/-</i> | <i>674,000/-</i> | | |

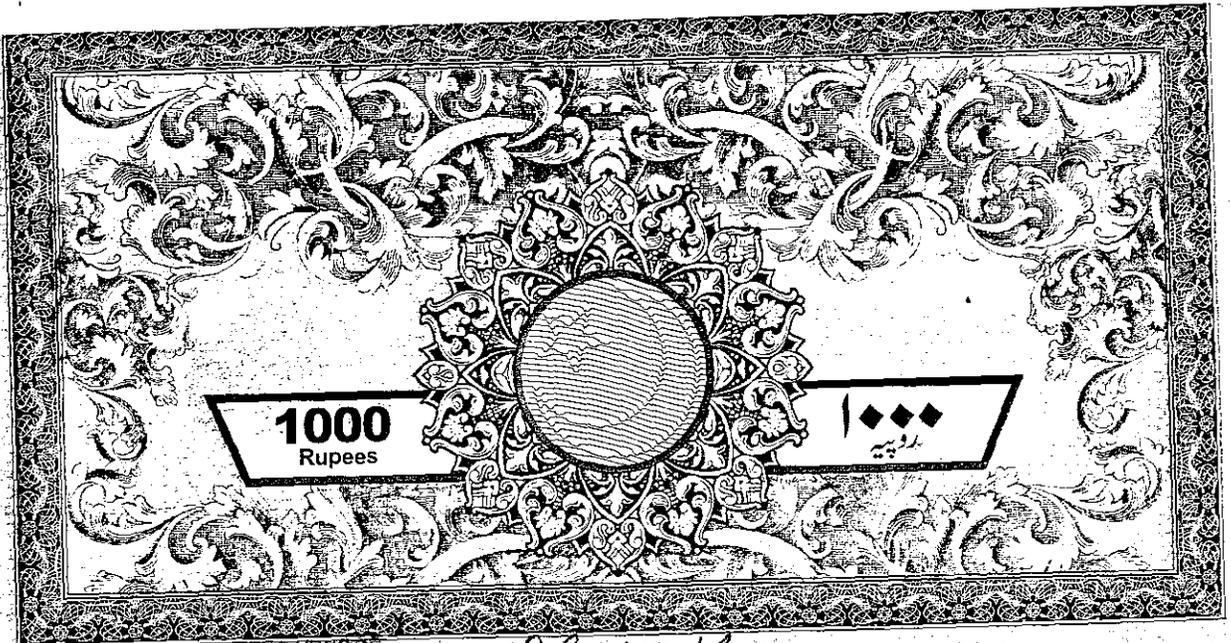
Please Note:

- The tenderer shall quote for items in the format of quotation attached;
- Tender will be awarded on "Total Contract Cost Based Project"
- All duties, taxes and other levies payable by the tenderer (including all Zila, Octri, Sales tax /VAT on the finished goods/services, With holding tax etc) shall be included in the item rate.
- The rates quoted for each item shall be fixed for the duration of the contract and shall not be subject to any adjustment.
- Rates for partial Renovation service are not acceptable.
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder/ Supplier do not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- Corrections if any shall be made by crossing out, initialing, dating and rewriting.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of
Address: *International Business Products (Pvt) Ltd.*
188-A1 Humera Center, PECHS Block-2,
Shahr-eh-Faisal, Karachi Ph: 021-34310940-42
GST No. _____





SAMIL AKHTAR SHAIKH STAMP VENDOR
License No. 12, Ghaziabad, Block W
Sector 13, Durgai Town Karachi
SL No. 106046
ISSUED TO WITH ADDRESS T.B.P.
THROUGH WITH ADDRESS
VALUED RS. 1000 ATTACHED
STAMP VENDOR'S SIGNATURE [Signature]
NOT ISSUED FOR FREE WILL

28-05-18
28 MAY 2018

(RUPEES ONE THOUSAND ONLY)

Contract Agreement

THIS AGREEMENT made this 28th day of ^{May} ~~January~~, 2018 between Planning & Development Department, Govt. of Sindh, Karachi (hereinafter called "the Procuring Agency") of the one part and M/s International Business Products Pvt Ltd ("the Supplier/Contractor") of the other part:

WHEREAS the Procuring agency invited bids for Purchase of [Handwritten: Handwritten and Printed Material - Photocopied] (detail in Annexure-A) and has accepted a bid by the Supplier/Contractor for the Renovation of offices in the sum of Rs. 22,8,000/- (amount in words) (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.

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 Iqbal

Title: Section Officer

CNIC NO: 42101-164453-3
IMRAN IQBAL
Section Officer (Column-I)
Planning & Development Department
Government of Sindh, Karachi

For and on behalf of the PA (Consultant)

Witness for the PA

Signed by _____

Name: Haseem-Ul-Haque

Title: IT Assistant

CNIC NO: 42101-7676260-7

Signed by _____

Name: Zaher Ahmad

Title: Finance Manager

CNIC NO: 42009-1635796-5

(Seal)



Witness for the Consultant

Signed by _____

Name: M.A.I.

Title: Managing Marketing

CNIC NO: 42301-50492771

Terms & Conditions of Contract

I. 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. International Business Products (Pvt) Ltd.

(h) Name of Contract is _____

(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:

Section Officer (Admn-I)
Planning & Development Department,
Government of Sindh. Room# 314-A,
2nd 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: *International Business Products (Pvt) Ltd*
Attention:
Address: *Head office: 188-A Block 2, Humera Centre, P.E.C.H.S*
Facsimile: *34310940-2*
E-mail:

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.

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,
2nd 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.

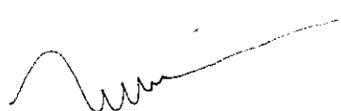
9. Transportation

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;



(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.

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.