



**Government of Sindh  
Excise, Taxation and Narcotics Control, Karachi**

**Tender Document**

For

Supply of Uniform and Liveries

*Cost of Bidding Document: Rs. 2,000/-  
(In shape of Pay Order/Demand Draft)*

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## **PART – I**

# **BIDDING PROCEDURE**

# SECTION - I

## INSTRUCTIONS TO BIDDERS

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## **INSTRUCTIONS TO BIDDERS**

### **A. Introduction**

The Directorate (ADMN/MVR), Excise, Taxation and Narcotics Control Department, Government of Sindh intends to Purchase of Uniform and Liveries for Constabulary Staff of Director General office at Karachi

#### **1. Source of Funds**

- 1.1 Government of Sindh.

#### **2. Eligible Bidders**

- 2.1 The invitation for Bids is open to all suppliers having Pakistani Nationality.

#### **3. Eligible Goods and Services**

- 3.1 The Goods and related services to be supplied under the contracts (such Services here in after referred to services) shall have their origin and all expenditures made under the contract will be limited to such articles.
- 3.2 For purpose of clause 3.1 above 'origin' shall be considered to be the place where the Goods, Goods are mined, Grown, produced through manufacturing, processing or substantial and major assembling of components, a commercially recognized products results that is substantially different in basic characteristics or in purpose of utility from its components.

#### **4. Cost of Bidding / Contract**

- 4.1 The Bidder shall bear all costs associated with the Preparation and delivery of its Bid/ Contract, and the Purchaser will in no case be responsible or liable for those costs.

#### **5. Assurance**

- 5.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to deliver the goods and services pursuant of the contract, within the time set forth therein.

### **B. The Bidding Document**

#### **6. Contents of Bidding Documents**

- 6.1 The Goods and Service required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the Bidding documents include.
- (a) Instructions to Bidders.
  - (b) General Conditions of Contract (GCC)
  - (c) Special Condition of Contract (SCC)
  - (d) Technical Specification
  - (e) Sample Forms.
    - (i) Bid form and Price Schedule
    - (ii) Bid Security Form
    - (iii) Contract form.
    - (iv) Performance Security Form.
    - (v) Bank Guarantee Form for Advance Payment.
    - (vi) List of Member eligible member Countries.
- 6.2 The Bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid Not substantially responsive to the Bidding Documents in every respect will result in the rejection of Bid.

#### **7. Clarification of Bidding Documents**

- 7.1 Prospective Bidders requiring any further information or clarifications of the Bidding Documents may Notify the Purchaser in writing or by Telex or by Cable at the Purchaser's mailing Address indicated in the Bidding Documents

prior to the deadline for the submission of Bid prescribed by the Purchaser. The Purchaser's response (including an explanation for the query) will be sent in writing to all prospective Bidders who have received the Bidding Documents.

#### **8. Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendments.
- 8.2 The amendment shall be the part of the Bidding Documents, pursuant to clause 8.1 will be notified in writing to all prospective Bidders who have received the Bid Documents, and will be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bid Documents.
- 8.3 In order to afford prospective Bidders reasonable time in which to take amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

#### **9. Language of Bid**

- 9.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in Urdu, Sindhi and English languages, provide that Urdu and Sindhi literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bids, the English translation shall govern.

### **C. Preparation of Bids**

#### **10. Documents Comprising the Bid**

- 10.1 The Bid prepared by the Bidder shall comprise the following components.
  - (a) A bid form and price schedules completed in accordance with clause 11, 12 and 13
  - (b) Documentary evidence establishing in accordance with clause 14 that the Bidders is eligible to Bid and that the articles to be supplied and the Services to be provided by the Bidder are eligible under Contract.
  - (c) Documentary evidence establishing in accordance with clause 15, that the Bidder is qualified to perform the Contract if its Bid is accepted.
  - (d) Documentary evidence establishing, in accordance with clause 16, that the articles to be Supplied by the Bidder confirms to the Bidding Documents.
  - (e) Bid Security furnished in accordance with clause 17 of this Document.

#### **11. Bid Form**

- 11.1 Bidder shall complete the Bid Form and the appropriate price schedules furnishing in the Bidding Documents.

#### **12. Bid Prices**

- 12.1 The bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin and Make/Model of the Goods and Services to be supplied under the Contract..
- 12.2 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as provided for the General Conditions of Contract or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

#### **13. Bid Currencies**

- 13.1 Prices shall be quoted in Pak Rupees.

#### **14. Documents Establishing Eligibility of the Bidder, Goods and Services**

- 14.1 The bidder shall furnish, as part of its Bid, certification establishing both the bidder's eligibility to bid and that the origin of the Goods and Services is an eligible source country, pursuant to Clauses 2 and 3.

#### **15. Documents Establishing the Bidders Qualification to Perform the Contract**

- 15.1 The documentary evidence of the bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction prior to award of Contract:
- (a) that, in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods' manufacturer or produce to supply the Goods to or in the Purchaser's country;
  - (b) That the bidder has the financial, technical, and production capability Necessary to perform the Contract.

#### **16. Documents Establishing Goods, Eligibility & Conformity to the Bidding Documents**

- 16.1 The Documentary evidence of conformity of Goods and Services to the Bidding Documents may be in the form of literature, drawings and data and shall consist of:
- a) A detailed description of the Good's essential technical and performance characteristics.
  - b) A detailed schedule of work under the contract (dispatch/work schedule) outlining key activities and critical items on the schedule which could influence the contract completion date.
  - c) a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods, for a period of (two years); and
  - d) A clause-by-clause commentary on the specifications, demonstrating the Goods' responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Specifications.
- 16.2 For purposes of the commentary to be furnished pursuant to sub-clause (d) above, the Bidder shall Note that standards for workmanship, material and goods, and reference to brand names or catalogue numbers, designated by the purchaser in the specifications are intended to be descriptive only and not restrictive. The Bidder may substitute other authoritative standards, brand names or catalogue numbers in its Bids provided that it demonstrates the Purchaser's satisfaction that the substitutions are equivalent or superior or those designated in the specifications, except if the specifications specifically provide otherwise.
- 16.3 In order to prove that the Goods offered are of acceptable quality and standard, the bidders shall furnish the documentary evidence that the Goods offered have been in production for several years and reasonable units of similar capacity have been sold and have been in operation satisfactorily to the end users.

#### **17. Earnest Money**

- 17.1 Pursuant to Clause 12, the bidder shall furnish, as part of its Bid, a bid security in the amount of (2.5%) of the offered value.
- 17.2 The Bid security shall be denominated in the currency of the Bid. It shall be valid for thirty (30) days beyond the validity of the Bid and shall be in form of Pay Order/Demand Draft/Bank Guarantee.
- 17.3 Any Bid not secured in accordance with clauses 17.1 and 17.2 above will be

- Rejected by the Purchaser as Non-responsive, pursuant to Clause 18.
- 17.4 An unsuccessful Bidder's bid security will be discharged /returned as promptly as possible upon award of Contract, but in any event Not later than thirty (90) days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause-20.
- 17.5 The successful bidder's bid security will be discharged/returned upon the bidder's executing the Contract, and furnishing the performance security, pursuant to Clause 36.
- 17.6 The bid security may be forfeited:
- (a) if a bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid Form; or
  - (b) In the case of a successful bidder, if the bidder fails
    - (i) To sign the Contract in accordance with Clause-35; or
    - (ii) To furnish the performance security in accordance with Clause-36

#### **18. Period of Validity of Bid and alternative Bids**

- 18.1 Bids shall remain valid for Not less than 90 days after the date of Bid closing Prescribed by the Purchaser pursuant to clause-21
- 18.2 Notwithstanding clause-18.1 above, the Purchaser may solicit Bidder's consent to extend of the period of Bid validity. The request and the responses thereto shall be made in writing (or by Cable or Telex). If the Bidder agrees to extend request, the validity of the Earnest Money provided under clause-17 shall also be suitably extended. A Bidder may refuse the request without forfeiting his Earnest Money. A Bidder granting the request will not be required or permitted to modify its Bid.
- 18.3 Bidders may submit Alternative Bids, which do not conform to the Specifications of Goods but meet the performance prescribed in, or the objectives of the Specifications. However, only the Alternative Bids of the bidder whose main bides the lowest evaluated substantially responsive Bid will be considered. If a bidder wishes to have its Alternative Bid or Bids considered on an equal basis with all other main Bids, it shall submit a bid Earnest Money to each Alternative Bid. All Alternative Bids submitted in this manner will be treated as main Bids. Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the main Bid.

#### **19. Format and Signing of Bid**

- 19.1 The original Bid Form and accompanying Documents (as specified in clause-11) clearly marked "Original" plus "Duplicate" copies (if required) must be received by the Purchaser at the date, time and space specified pursuant to clauses 20 & 21. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 19.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printing literature, shall be initialed by the person or persons signing the Bid. The name and position held by each person's signing must be typed or printed below the signature.
- 19.3 The Bid shall contain no. interlineations, erasures or overwriting except as necessary to correct errors made by the Bidders, in which case such correction shall be initiated by the person or persons signing the Bid.

#### **D. Submission of Bids**

##### **20. Sealing and Marking of Bid**

- 20.1 The Bidder shall seal the Bid envelope duly marking the envelopes.



- 20.2 The envelopes shall be addressed to the Director (ADMN), Excise, Taxation and Narcotics Control Department, at following address

Director (ADMN)

Excise, Taxation and Narcotics Control Department,

Barrack No. 11, Sindh Secretariat Building No. 4-A, Court Road, Karachi

- 20.3 The Envelope should contain at the left corner:

**Tender for Purchase of Uniform and Liveries.**

**DO NOT OPEN BEFORE (date & time of opening of Bids given in Bid Notice)**

- 20.4 In addition to the information required in clause-22 the inner envelopes shall indicate the name and address of the Tenderer to enable the Purchaser to return the un-opened Bid in case it is declared “Late” pursuant to clause-23

## **21. Deadline for Submission of Bids**

- 21.1 The Original Bid together with the Duplicate must be received by the Purchaser at the address specified in clause-20.2 not later than the time specified for submission of Bid as in the Bid Notice.
- 21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bid by amending the Bidding Documents in accordance with clause-08, in which all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **22. One Bid per Bidder**

- 22.1 Each bidder shall submit only one Bid either by itself, or as a partner in a joint venture. A bidder who submits or participates in more than one Bid (except alternative Bid pursuant to Clause 18.3) will be disqualified.

## **23. Late Bids**

- 23.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause-21 will be declared “Late” and rejected and may be returned unopened to the Bidder.

## **24. Modification and withdrawal of Bids**

- 24.1 The Bidder may modify or withdraw its Bid after the Bids submission provided that written Notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.
- 24.2 The Bidders modification or withdrawal Notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause-20. A withdrawal Notice may also be sent by Telex or Cable but must be followed by a signed confirmation copy.
- 24.3 No Bid may be modified subsequent to the deadline for submission of Bids.
- 24.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder of the Bid Form. E. Bid opening and Evaluation

## **25. Bid Opening and Evaluation**

- 25.1 The Purchase Committee will open Bids in the presence of Bidder's authorized representatives who choose to attend, at the day, time and place of opening of Bids (as prescribed in the invitation for Bids).
- 25.2 The Bidder's name, prices of main and alternative bids, all discounts offered, modifications and withdrawals, and the presence or absence of the requisite Earnest Money, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the time of opening.
- 25.3 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the bidder's Bid.

## 26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its Bid, if any. All responses to request for such clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

## 27. Preliminary Examination

- 27.1 The Purchaser or his nominee will examine the Bids to determine whether:
- (a) They are complete in all respect;
  - (b) Computational errors, if any have been made;
  - (c) Required Sureties have been furnished;
  - (d) Documents have been properly signed; and
  - (e) Bids are generally in order.
- 27.2 Arithmetical errors will be rectified on the following basis. If there is any discrepancy between the unit Price and the total cost that is obtained by multiplying the unit price and quantity, unit price shall prevail and the cost will be corrected. If there is a discrepancy between the total bid amount and the sum of total costs for each package, the total cost shall prevail and the total bid amount will be corrected.
- 27.3 Prior to the detailed evaluation, pursuant to clause-28, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of goods offered pursuant to Clause 16.2 A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.
- 27.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## 28. Evaluation and Comparison of Bids

- 28.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive pursuant to clause-27:
- 28.2 The Purchaser's evaluation of a Bid will exclude and not take into account:
- a) in the case of Goods partially or wholly manufactured within the Purchaser's country or Goods of foreign origin already located in the Purchaser's country, sales and other similar taxes which may be levied on the finished Goods if the Contract is awarded to the bidder;
  - b) in the case of Goods to be offered from outside the Purchaser's country, customs duties and other similar import duties and taxes which may be levied on the Goods if the Contract is awarded to the bidder; and
  - c) The Purchaser's evaluation of a Bid will take into account, in addition to  
The bid price, the following factors, in the manner and to the extent indicated in this clause:
    - i) **Contractual and Commercial Deviations:**  
The cost of all quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Bid.
    - ii) **Work Schedule:**  
The Goods covered by this bidding are required to be delivered and installed in accordance with and completed within the Work Schedule

specified in the Special Conditions of Contract. Bidders are required to base their prices on the specified Work Schedule. No credit will be given to earlier completion. Bids offering late work schedules will be accepted but the Bids shall be adjusted in the evaluation by adding at the rate of (0.05 per cent) of the bid price for each day of delay to bid price. Bids offering work schedules beyond (*three months*) the date specified in the Special Conditions of Contract shall be rejected.

**iii) Operating Costs:**

Since the operating costs of the Goods being procured form a major part of the life cycle cost, these costs will be evaluated and based on prices furnished by the Bidder as well as on past experience of the Purchaser or other purchasers similarly placed. Such costs shall be added to the bid price for evaluation.

The operating cost factors for calculation are:

- i) Number of years for initial period of operation (*It is recommended that the initial period of operation not exceed the usual period before a major overhaul of the Goods. Usually between five to ten years.*)
- ii) Operating costs (e.g. fuel and/or other input, unit cost, annual and total operational requirements).
- iii) Rate, in percent, to be used to discount to present value all annual future costs calculated under (ii) above for period specified in (i).

**iv) Functional Guarantee of the Goods:**

- a) Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed Goods in response to the Technical Specifications. Goods offered shall have a minimum (or maximum, as the case may be) level of functional guarantees specified in the Technical Specifications to be considered responsive. Bids offering Goods with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.
- b) For the purposes of evaluation, an adjustment of (*indicate factor*) will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder below (or above) the value specified in the Technical Specifications.

**v) Local Handling and Transportation:**

For Goods offered from outside the Purchaser's Country, the cost of local handling and transportation from the port of entry to the Purchaser country, similar cost from the warehouse/factory to the Purchaser's store will be added to the bid price for evaluation.

**29. Contacting the Purchaser**

- 29.1 Subject to clause-20, no Bidder shall contact the Purchaser on any matter relating to its Bid, in between Bid Opening and Contract Award period.
- 29.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's decisions in respect of Bid Evaluation, or Contract Award will result in the rejection of that Bidder's Bid.

**30. Purchaser's Right to accept any Bid and to reject any or all Bids**

- 30.1 The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any Liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder of the grounds for the Purchaser's action.

## **F. AWARD OF CONTRACT(S)**

### **31. Post Qualification**

- 31.1 The Purchaser will determine to its satisfaction the Bidder selected as having submitted the lowest-evaluated / quality -evaluated / requirement-evaluated responsive Bid is qualified to satisfactorily perform the Contract.
- 31.2 The determination will take into account the Bidder's financial, technical and production after sales Service capabilities. It will be based upon an examination of the Documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to clause-15, as well as such other information as the purchaser deems necessary and appropriate.
- 31.3 To verify its technical capability, the Bidder must provide with its bid Documentary evidence that the items offered have been in production for at least five (5) years and that a minimum of fifty (50) units of similar capacity have been sold (list of consignees should be attached) and have been in operation satisfactorily for at least 12 months.

### **32. Award Criteria**

- 32.1 An affirmative determination will be prerequisite for award of the Contract to him Bidder. A negative determination will result in rejection of the Bidder's Bid.
- 32.2 The Purchaser will award the Contract to the successful Bidder / Bidders whose Bid / Bids has / have been determined to be the lowest evaluated / quality evaluated/ requirement evaluated responsive Bid, provided further that Bidders determine to be qualified to satisfactorily perform the Contract.

### **33. Purchaser's Right to Vary Quantities at Time of Award**

- 33.1 The purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of Goods as specified in the specifications without any change in unit prices of other terms and conditions.

### **34. Notification of Award**

- 34.1 The Purchaser will Notify the successful Bidder in writing by registered letter, or by Cable to be confirmed in writing by registered letter that his Bid has been accepted and on which basis the Bid has been accepted.
- 34.2 The Notification of Award will constitute the formation of a Contract until the Contract has been affected pursuant to clause-35.

### **35. Signing of Contract**

- 35.1 At the time of Notification of award, the Purchaser will send the successful Bidder the Model Contract Document provided in these Bidding Documents, incorporating all agreement between the parties.
- 35.2 Within thirty (30) days of receipt of such Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

### **36. Performance Security**

- 36.1 Within the Seven (7) days of the receipt of Notification of award from the Purchaser, the Bidder shall furnish the performance Security, in accordance with the conditions of Contract, in the Performance Security Form provided in the Bidding Documents or any other form acceptable to the Purchaser.

## SECTION-II

### BID DATA SHEET (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provision in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction		
ITB 1.1	Name of Contract.	Supply of Uniform and Liveries
ITB 22.2	Name of Purchaser.	Director (ADMN/MVR), Excise, Taxation and Narcotics Control Department
ITB 22.2	Purchaser' address, Telephone & Fax #.	Barrack No. 11, Sindh Secretariat Building No. 4-A, Court Road, Karachi
ITB 1.1	Language of Bid	The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by the English translation, in which case, for purpose of interpretation of the Bids, the English Translation shall govern.
Bid Price & Currency		
ITB 12.2	Price Quoted:	Delivered Duty Paid (DDP) at Consignee End.
ITB 12.3	Bid Price:	Fixed.
ITB 13.1	Bid Currency:	Pak Rupees (PKR).
Bid Submission		
ITB 19.1	Bid Security	2.5 % of the quoted Price.
ITB 18	Bid Validity	Period 90 Days.
ITB 20	Number of Copies	One (Original).
ITB 20.2	Address for Bid Submission	Barrack No. 11, Sindh Secretariat Building No. 4-A, Court Road, Karachi
ITB-20.0	ITB Title Number	Supply of Uniform and Liveries
ITB 21	Deadline for Bid Submission	11-01-2017
ITB 21.1	Date, Time & Place for Bid Opening	11-01-2017 03:00 pm Barrack No. 11, Sindh Secretariat Building No. 4-A, Court Road, Karachi @ 03:00 pm
Contract Award		
ITB 33	Purchaser's right to increase or decrease the quantities.	The Purchaser reserves the right to increase or decrease the quantities of articles to be procured, at the time of award of Contract as per SPP Rules, 2010

1. All offers are made as per format of Price Schedule of this document. Additional Pages may be used, if needed. **In order to facilitate Bidders, a price schedule (containing the specifications & quantities of required stores) has been provided at Annex-A.**
2. Prices quoted to cover all expenses including Freight, Taxes, and Insurance etc.
3. Goods will be required to be delivered as per schedule and at Consignee End.

**SECTION-III**  
**QUALIFICATION & EVALUATION CRITERIA**

QUALIFICATION				
ITB 16	Criteria for Qualification:	i)	The criteria for Qualification of Bid will be based on the conditions as laid down in this Section, furnishing & submission of following documents/evidence/information.	
			A	Company Profile
			B	Copies of NTN & GST Certificates
			C	Financial Turnover at least 3 years (Bank statement or Bank certificate)
			D	Three (3) years' experience in relevant field.
			E	Certificate of Blacklisting
			F	Undertaking/affidavit on stamp paper that the firm is not involve in any litigation / arbitration or has not abandoned any work or has never been black-listed in any department

**SECTION-IV**  
**BIDDING FORMS**

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## BIDDING FORMS

### Bid Submission Sheet

Date: \_\_\_\_\_

Invitation for Bid No: \_\_\_\_\_

Director (ADMN)  
Excise, Taxation and Narcotics Control Department  
Government of Sindh, Karachi

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. \_\_\_\_\_;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services:  
\_\_\_\_\_  
\_\_\_\_\_;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: \_\_\_\_\_;
- (d) The discounts offered and the methodology for their application is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;
- (e) Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the / expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_ - \_\_\_\_\_;
- (h) We are Not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has Not been declared ineligible by the Government;
- (j) The following commissions, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:  

Name of Receipt	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



- (If none has been paid or is to be paid, indicate "none.")
- (k) We understand that this Bid, together with your written acceptance thereof included in your Notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
  - (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_

in the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

## BIDDING FORMS

### Bid Security / Earnest Money Form

**WHEREAS** \_\_\_\_\_ hereinafter  
called the "**Bidder**" has submitted its bid, dated \_\_\_\_\_ for the Provision of  
\_\_\_\_\_  
\_\_\_\_\_.

**KNOW ALL MEAN** by these presents that I/We \_\_\_\_\_ of  
\_\_\_\_\_ having our  
registered office (s) at \_\_\_\_\_ do hereby  
submit Earnest Money of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_) for the aforesaid Bid in the shape of Pay  
Order/Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ issued by  
\_\_\_\_\_ Bank in favor of the Director (ADMN), Excise, Taxation and  
Narcotics Control Department Sindh, hereinafter called "**Purchaser**".

Name & Signature of Supplier (s)

\_\_\_\_\_

Authorized Representative

\_\_\_\_\_

Dated \_\_\_\_\_.

## BIDDING FORMS

### Bid Security / Earnest Money Sheet

Tender No. \_\_\_\_\_

Procurement of: SUPPLY OF UNIFORM AND LIVERIES

Sr. No.	Quantity	Cost (Rs.)	Total Bid Price/cost (Rs.)	Earnest Money @ 2.5% of Bid Value		
				Amount	P.O/D.D.	Name of Bank

Signature of the Tenderer \_\_\_\_\_

Name & Address \_\_\_\_\_

\_\_\_\_\_

Firm Stamp \_\_\_\_\_

Dated \_\_\_\_\_

## BIDDING FORMS

### Price Schedule for Goods

Name of Bidder \_\_\_\_\_.

#### DIRECTOR GENERAL, EXCISE, TAXATION & NARCOTICS SINDH, (A-DIRECTION) CONSTABULARY STAFF

S.NO.	STORES	RATE
1.	Pant/Trouser (Khaki)	RS.
2.	Shirt (Malaysia)	RS.
3.	Woolen Cap Blue	RS.
4.	Jersey Black	RS.
5.	Badges For Cap	RS.
6.	Badges For Shoulder	RS.
7.	Leather Belt Black	RS.
8.	Buckle Made To Brass	RS.
9.	Shoes	RS.
10.	Socks	RS.

#### Terms & Conditions:

1. The rates quoted for the items mentioned above shall be valid for 90 days from the date of opening of tender.
2. The items should be delivered at specified consignees at risk and cost of contracting firm.
3. The payment shall be subject to deduction of Income/Sales Tax at source, inspection and production of delivery challans as being delivered the stores in full quantity & quality specified in contract.
4. The rates quoted in this schedule are inclusive of all the applicable taxes & freight/transportation etc. and written against each item in figures and words without any cutting/error.
5. The samples of the articles (where applicable) as required in the GCC are provided.
6. In case of discrepancy between unit price and total, the unit price shall prevail.
7. Bids will be recommended a lowest price for item wise cost basis
8. The quantity of items specified above may increase or decrease as per need and availability of funds, therefore the contract shall be valid for continuous / periodical supply of items for financial year 2016-17.
9. Supply will be accept subject to inspection according to specifications and terms & conditions given in the schedule.

Name \_\_\_\_\_ in the

capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_

## SCHEDULE OF REQUIREMENT

The Uniform and Liveries shall be delivered in accordance with the subsequent purchase/supply order to be issued by the purchaser as per following schedule of requirement: -

- Date & Time of Issuance of Tender Documents 11-12-2017 till 11:00 am
- Date & Time of Dropping of Tender: Documents 11-12-2017 till 02:00 pm
- Date & Time of Opening of Tender: 11-12-2017 at 03:00 pm
- Offer shall remain valid for 90 days from the date of opening of bids
- Quoted price (inclusive of all taxes) on the basis of free delivery to consignee within 30 days of award of contract.

### DIRECTORATE GENERAL EXCISE, TAXATION & NARCOTICS CONTROL SINDH KARACHI.

S No	Description of Goods	Quantity	Required Delivery Schedule in Days from the date of Contract Award	Location
1.	Pant/Trouser (Khaki)	APPX: 450 KITS	Within 30 Days	Directorate General Excise, Taxation & Narcotics Control Block 64 Pak Secretariat Karachi
2.	Shirt (Malaysia)			
3.	Woolen Cap Blue			
4.	Jersey Black			
5.	Badges For Cap			
6.	Badges For Shoulder			
7.	Leather Belt Black			
8.	Buckle Made To Brass			
9.	Shoes			
10.	Socks			

Name \_\_\_\_\_

in the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## SECTION-V BIDDING FORMS

### 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 and 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. T**

- 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

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 manner and/or arbitration.

## **29. Governing Language**

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

## **30. Applicable Law**

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



**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.

## SECTION-V BIDDING FORMS

### 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.

*[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]*

#### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: Excise Taxation & Narcotics Department GCC 1.1 (h)—

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

#### ***Sample Provision***

GCC 1.1 (j)—The Project Site is: **N/A**

#### 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 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% of the bid Price.

*[The following provision should be used in the case of Goods having warranty obligations.]*

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

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

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

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

##### *Sample provision*

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

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

##### *Sample provision (DDP terms):*

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

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

#### 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 seller's responsibility they may arrange appropriate coverage.

## 8. Incidental Services (GCC Clause 13) GCC 13.1—Incidental

services to be provided are:

**Vendor** will be fully responsible for any kind of Incidental Services such as accident, Fatal or otherwise caused while executing the work to itself and its staff. In all such cases compensation as per rules payable to the claimant shall be on **Vendor** account and the responsibility.

## 9. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are: **N/A**

### *Sample provision*

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

## 10. Warranty (GCC Clause 15)

### *Sample provision*

GCC 15.2—in partial modification of the provisions, the warranty period shall be \_\_12 months of operation or \_12\_ months from date of acceptance of the Goods or (\_\_\_\_\_12\_) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

**Or**

(b) Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **(05% of the quoted price)**.

*[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]*

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is: **12 Months**

## 11. Payment (GCC Clause 16)

### *Sample provision*

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

#### **Payment for Goods supplied:**

Payment shall be made in Pak. Rupees in the following manner:

- (i) 100% of the Contract Price on complete delivery of store 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.

## 12. Prices (GCC Clause 17) N/A

### *Sample provision*

GCC 17. 1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC.

*[To be inserted **only** if price is subject to adjustment.]*

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: **5% of the quoted price**

Maximum deduction: **10% of the quoted price**

**(1.25) percent per week, percent of the Contract Price.**

**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:

—Supplier's address for notice purposes:

**SECTION – VII**

**CONTRACT FORMS**

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## CONTRACT FORMS (CONTRACT)

**THIS CONTRACT** made on this ..... day of ..... 2015, between Director ADMN, Excise, Taxation and Narcotics Control Department, Karachi, hereinafter called the **PURCHASER** of the one part and Mr. \_\_\_\_\_ of M/s. \_\_\_\_\_ hereinafter called the **SUPPLIER** of the other part.

**WHEREAS** the Purchaser is desirous that (name & nature of stores/articles) be provided by the Supplier (hereinafter called "**SUPPLY OF UNIFORM AND LIVERIES**") (**AS MENTIONED BIDDING DOCUMENTS**) and has accepted a Bid by the Supplier for the provision of articles in the sum of Rs. \_\_\_\_\_ hereinafter called "**the Contract Price**".

**NOW THIS CONTRACT 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 Purchase's Notification of Award.
3. In consideration of the Payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the articles to remedy defects therein in conformity in all respects with the provisions of the Contract. 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the articles and to remedy defects, the Contract Price of 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.

Signed, Sealed & Delivered by ..... the ..... (for the **Purchaser**)

Signed, Sealed & Delivered by ..... the ..... (for the **Supplier**)