



**GOVERNMENT OF SINDH  
PLANNING AND DEVELOPMENT BOARD  
KARACHI**

Tender No. NIT #: **PDB-1723-17-03**

Date: -----

**Tender Document for Procurement of Machinery & Equipment**

Last date for Tender Submission: **25th April, 2017 (1500 Hrs.)**

Date of Tender Opening: **25th April, 2017 (1530 Hrs.)**

Under the ADP scheme No. 1723 (2016-17) titled as  
**“Automation in Planning & Development Department,  
Government of Sindh (Revised)”**

**April, 2017**

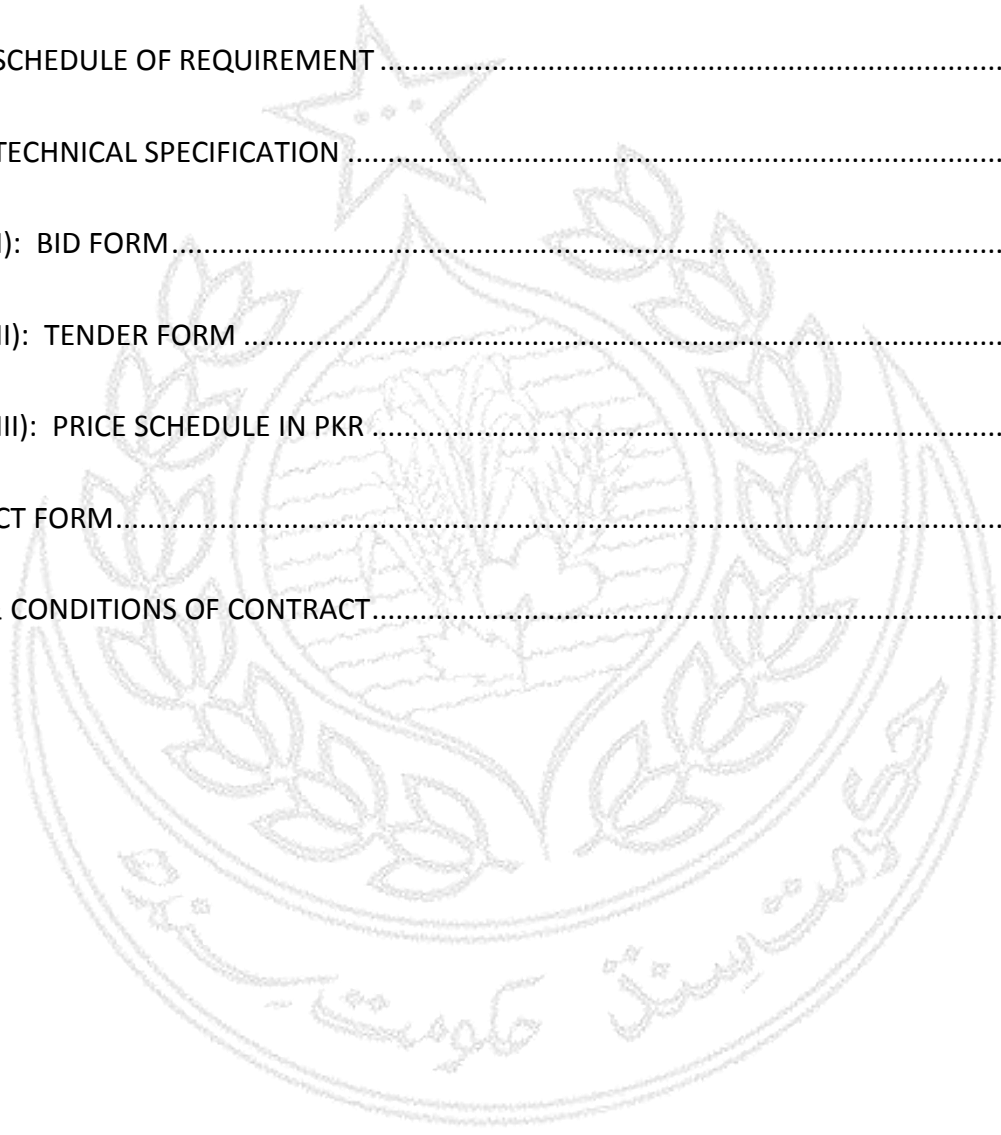
**Automation Cell, P&D Board, Government of Sindh**  
Room No. 432, 3rd Floor, Sindh Secretariat No. 2, (Tughlaq House), Karachi  
Phone: 021-99332609/0334-3893330

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## DISCLAIMER

This tender document ('Tender') does not constitute a binding agreement or an offer or invitation by the Planning & Development Board, Government of Sindh to any party other than the qualified bidders to submit the Bids. The principle purpose of this Tender is to provide the bidders with information that shall form the basis of their proposals or bids. This Tender contains the minimum requirements and information desired by the Planning & Development Board, Government of Sindh. The contents hereof may be supplemented by the Planning & Development Board, Government of Sindh as it deems appropriate. Each bidder may conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information given in this Tender to its satisfaction. The Planning & Development Board, Government of Sindh makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of the Tender. The Planning & Development Board, Government of Sindh may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this Tender.



**GOVERNMENT OF SINDH  
PLANNING AND DEVELOPMENT BOARD  
KARACHI**

## NOTICE INVITING TENDER

NIT NO: **PDB-1723-17-03**

Karachi, Date: -----

1. The Planning & Development Board, Government of Sindh has received an allocation from Public Fund in Pak rupees towards the cost of **“Automation in Planning & Development Department, Government of Sindh (Revised)”**. It is intended that part of the proceeds of this allocation will be applied to eligible payments under the contract for the **“Procurement of Machinery & Equipment”**

2. The Planning & Development Board, Government of Sindh invites the sealed bids from reputable and financially sound companies/Firms and Authorized Distributors /Dealers/Resellers and experienced suppliers having experience of the supply of following Machinery & Equipment:

Sr #	Items	Description / Specification	Bid Security	Tender Fee	Delivery
1	Machinery & Equipment	Part C of Bidding Documents	2% of total bid	Rs. 1000/-	One month

### 3. Eligibility Terms & Conditions:

- (i) Bidder should have at least three (03) years' experience of relevant supply
- (ii) Proof of legal entity of the bidder
- (iii) Proof that the bidder is the original owner/power of attorney holder.
- (iv) Registration of NTN, GST, SST with FBR & SRB.
- (v) Rs. 100/- stamp paper affidavit declaring that the bidder is not black listed.
- (vi) Proof that bidder is Active Tax Payer.
- (vii) Bidder should be Authorized Distributer of the brand quoted in the bid.

### 4. Detail of Evaluation Criteria / Process

The complete detail of Evaluation criteria/process and other terms/conditions are given in tender bidding document.

## 5. Bid Validity

Bid Validity period should be 90 days, otherwise bid will be rejected.

## 6. Procedures of Open Competitive Bidding

The adopted procedure of Open Competitive Bidding shall be **Single Stage – one Envelope Procedure** Rule No. 46 (1) SPPRA Rules 2010 (Amended 2013).

## 7. Bidding/Tender Documents availability schedule:

- (i) **Issuance:** Documents will be issued from 7<sup>th</sup> April, 2017 to 25<sup>th</sup> April, 2017 (during office working hours) on the payment of Rs. 1000/- as tender fee
- (ii) **Last submission Date:** Last date will be 25<sup>th</sup> April, 2017 @1500 Hrs.
- (iii) **Bids Opening Date:** Tender Bid will be opened on 25<sup>th</sup> April, 2017 at 15:30 Hrs.
- (iv) Place of bid issuance, submission, inquiries & opening is:

### **Manager (MIS)**

P&D Board, Room No. 432, 3<sup>rd</sup> Floor, Tughlaq House,  
Sindh Secretariat No. 2, Karachi.

**Phone No.** 021-99332609

**Cell No.** 0334-3893330

**Email:** nmansoor@sindhpn.gov.pk

8 The interested bidders can obtain the bidding document either from the above mentioned P& D Board office address on written application or download the same from the SPPRA website ([www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)) and submit it along with the Pay Order amount of Rs. 1,000/- (Non-refundable) from any SBP scheduled bank in favour of **Account Name: "Automation in Planning & Development Department"**

9. The P&D Board, Government of Sindh reserves the right to cancel the bidding process at any time prior to the award of contract as per Rule # 25 of SPP Rules 2010 (Amended 2013) without thereby incurring any liability to the bidders.

Yours faithfully,

**MANAGER (MIS),  
PLANNING & DEVELOPMENT BOARD  
GOVERNMENT OF SINDH**





**GOVERNMENT OF SINDH**  
**PLANNING AND DEVELOPMENT BOARD**  
**KARACHI**

## PART A: INSTRUCTION FOR BIDDERS

### 1. INTRODUCTION

- i. Name of Procuring Agency is “Planning & Development Board”
- ii. Name of Project is “Automation in Planning & Development Department, Government of Sindh (Revised)”
- iii. Name of Contract is “Procurement of Machinery & Equipment”
- iv. Address of Procuring Agency is as under:

Manager (MIS),  
P&D Board, Automation Cell, Room No. 432,  
3<sup>rd</sup> Floor, Tughlaq House, Sindh Secretariat No. 2, Karachi.  
Phone No. 021-99332609  
Cell No. 0334-3893330  
Email: nmansoor@sindhpn.gov.pk

v. The bid prepared by the Bidder, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the P&D Board, Government of Sindh, shall be written in English. Supporting documents furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

### 2. BID PRICE & CURRENCY:

- i. Bids are invited in Pak Currency.
- ii. Price shall be written in figures as well as in words.
- iii. The price shall be fixed and final (Inclusive of all applicable taxes, duties and other levies as of the date of Bid opening) along with delivery/transportation, installation, training charges. In case of any change in rates due to imposition of new taxes by the federal or provincial government, change in existing tax rates on the Contract service, the rate differential shall be payable by the Bidder.

iv. 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.

### **3. VALIDITY PERIOD FOR BID**

Bids shall remain valid for the period of **ninety (90) days** after the date of opening of bids. Any bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

### **4. BID SECURITY MONEY**

i. Two (02) % Bid Security Money in the shape of Pay Order from a SBP scheduled bank drawn in favor of **Account Name: Automation in P&D Department** should accompany the tender. **The bids received without Bid Security Money will stand rejected.**

### **5. LAST DATE & PLACE FOR SUBMISSION OF BID**

The bids should be submitted to Manager (MIS), Planning & Development Board, Room No. 432, 3<sup>rd</sup> Floor, Tughlaq House, Sindh Secretariat No.02, Karachi latest by 25th April, 2017 @ 1500 HRS. The tender bids received after that time & date will not be entertained.

### **6. DATE & PLACE OF BID OPENING**

Tender bids shall be opened by the Procurement Committee on 25th April, 2017 @ 1530 HRS in the presence of bidders/ representative of bidders (having proper authorization letter) in the office of Additional Secretary (Admin), Planning & Development Board, 2<sup>nd</sup> Floor, Tughlaq House, Sindh Secretariat No.02, Karachi.

### **7. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and P&D Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **8. CLARIFICATION OF BIDDING DOCUMENTS**

Interested Bidder requiring any clarification of the bidding documents may notify the Manager (MIS), P&D Board in writing/email/on-phone no later than five working days prior to the deadline mentioned in the bidding documents.



## 9. AMENDMENT OF BIDDING DOCUMENTS

- i. At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
- ii. All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- iii. In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

## 10. BID SUBMISSION & OPENING GUIDELINES

- i. The Tender shall be typed or written in indelible black ink and shall be numbered, signed and stamped by the person or persons duly authorized to sign on behalf of the Bidder. Bid shall be submitted in a sealed, opaque envelope.
- ii. A **Single Stage-One-Envelope Procedure Rule No. 46 (1) SPPRA Rules 2010 (Amended 2013)** shall be adopted
- iii. Bid envelope should be inscribed with:

Tender/NIT No & Date: PDB-1723-17-03, Dated \_\_\_\_\_  
 Last date & time: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Address as follows:

**Manager (MIS),**  
 P&D Board, Room No.432, 3<sup>rd</sup> Floor, Tughlaq House,  
 Sindh Secretariat No. 2, Karachi.  
 Phone No. 021-99332609, Cell No. 0334-3893330  
 Email: nmansoor@sindhpn.gov.pk

- iv. Envelopes shall be marked by name of the assignment, and sealed. If the bid is not submitted in a sealed envelope duly marked as indicated above, this may constitute grounds for declaring the bid as non-responsive.
- v. During the evaluation of bids, the Procurement Committee may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- vi. The Procurement Committee will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

vii. Arithmetical errors will be rectified on the following basis. 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 Supplier does 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.

viii. The Procurement Committee may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## **11. BID EVALUATION / ELIGIBILITY CRITERIA:**

### **A) Bid Evaluation Criteria:**

i. The eligible bids, which closely conform to the Technical Specification/BOQ given in bidding documents and are substantially responsive to the other terms & conditions of bidding documents, will be compared on the basis of their evaluated costs. The bid with the lowest evaluated cost, which may not necessarily be the lowest priced bid, shall be selected for award of contract.

### **B) Bidder's Eligibility Criteria:**

i. Prior to Technical Evaluation, the Procurement Committee shall perform pre-screening on the Yes / No basis to determine the substantial responsiveness of each bid to the bidding documents and under following conditions complete bid will be rejected and declared as Non-Responsive:

- a) If bid is sent through Fax / E-mail / Telegraphic;
- b) If a bid is not properly signed, named & stamped by the authorized person or written with lead pencil.
- c) If the bid is not accompanied along with properly filled & signed Bid Letter {as per Part D(I) of Bidding documents} & Tender Form {as per Part D(II) of Bidding documents}.
- d) If bid is received after the specified due date and time.
- e) If the bidder does not attach Rs. 100/- stamp paper affidavit declaring that the it has never been black listed.
- f) If the bidder does not attach Active Tax Payer proof.
- g) If the bidder does not attach NTN registration certificate is not attached.
- h) If the bidder does not attach Sales Tax Registration certificate is not attached.
- i) If the validity of bid offer is either not clearly mentioned or is less than the required period.
- j) If the bid offer is conditional or offers partial quantity of required Goods
- k) the bid is not accompanied by bid security of required amount & form;

ii. If a bid is Non-Responsive, it will be rejected by the Procurement Committee and cannot subsequently be made responsive by the Bidder by correction of the nonconformity.

### **C) Technical Evaluation:**

- i. Only bids that will qualify in pre-screening evaluation shall be considered for further Technical Evaluation.
- ii. A technical evaluation shall be made only to evaluate responsiveness of bids for conformance to the Technical Specification/BOQ given in bidding documents as Part C on Yes/No Basis.
- iii. During Technical Evaluation under following conditions bidder's quotation for any item shall be disqualified if:
  - a) The bidder does not include brochure or technical document of quoted item.
  - b) If the Name quoted items is not mentioned clearly
  - c) If the bidder quotes more than one Brand or Version for any one item.
  - d) If the bidder does not attach authorized dealership certificate (if required in specification/BOQ for that particular item).

### **D) Financial Evaluation:**

- i. During, Financial Evaluation, the bids, which closely conform to the Technical Specification given in bidding document and are substantially responsive to the bidding documents, shall be compared on the basis of their evaluated costs.
- ii. During Financial evaluation, Procurement Committee before final decision may also take into account the following to ensure value for money:
  - a) Delivery schedule or implementation time.
  - b) Payment terms & Conditions.
  - c) Availability & Cost of spare parts
- iii. The Procurement Committee shall select the bids with the lowest evaluated cost, which may not necessarily be the lowest priced bid, and recommend it for award of contract.

## **12. ACCEPTANCE OF OFFERS**

- i. The P&D Board, Government of Sindh reserves the right to cancel the bidding process at any time prior to the award of contract as per Rule # 25 of SPP Rules 2010 (Amended 2013), without thereby incurring any liability to the affected Bidder or bidders.
- ii. Qty. of items can be reduced / increased as per given provisions of SPP Rules 2010 (Amended 2013) without any liability or claim on P&D Board, Government of Sindh.

## **13. INSPECTION & ACCEPTANCE**

- i. The supplied Goods shall be acceptable only after Inspection Report carried out by the Manager (MIS), P&D Board, Government of Sindh.
- ii. The P&D Board, Government of Sindh reserves the right to reject Goods if it does not conform to the provided BOQ / specification given in Part C of bidding documents.

#### **14. CORRUPT OR FRAUDULENT PRACTICES**

(i) “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; and

(ii) “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 Planning & Development Board, Government of Sindh, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the P&D Board, Government of Sindh of the benefits of free and open competition;

(iii) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Planning & Development Board, Government of Sindh, designed to influence the action of any party in a procurement process or the execution of a contract.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

**Note:** *Planning & Development Board, Government of Sindh will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusive or coercive practices in competing for the contract in question and will declare that firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract.*

Yours faithfully,

**MANAGER (MIS)  
PLANNING & DEVELOPMENT BOARD  
GOVERNMENT OF SINDH**





**GOVERNMENT OF SINDH**  
**PLANNING AND DEVELOPMENT BOARD**  
**KARACHI**

## PART B: SCHEDULE OF REQUIREMENT

Sr #	Item Description	Quantity	Delivery Schedule
1	Machinery & Equipment	Detail as per Part C of Bidding Documents	One month

i. Places for delivery of stores are as under:

Sr	Item Description	Delivery Address	Phone No.
1	Machinery & Equipment	<b>Manager (MIS)</b> P&D Board, Govt of Sindh Room No432, 3 <sup>rd</sup> Floor, Tughlaq House, Sindh Secretariat No. 2, Karachi	<b>Phone No.</b> 021-99332609 <b>Cell No.</b> 0334-3893330 <b>Email:</b> nmansoor@sindhpn.gov.pk

ii. Successful bidder will have to demonstrate /install/Test/Commission/Train the equipment / machinery at the site on his own expenses including technical material etc.

iii. Delivery, Installation, Testing & Commissioning and training should be made within 04 weeks from the date of issuance of contract.

iv. The firm will supply printed material as per in standard packing. Moreover, the Supplier/ Seller shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.

Yours faithfully,

**MANAGER (MIS)**  
**PLANNING & DEVELOPMENT BOARD**  
**GOVERNMENT OF SINDH**





**GOVERNMENT OF SINDH  
PLANNING AND DEVELOPMENT BOARD  
KARACHI**

## PART C: TECHNICAL SPECIFICATION

MACHINERY & EQUIPMENT		
S.#	Item	Qty.
1	Photostat Machine Duplex Cannon/Xerox/Minolta/Equivalent 60ppm, Full Auto Duplex, Digital Copier, Network Interface	1
2	Air-conditioning DC Inverter (2 Tons) Sharp/Panasonic/Toshiba/Mitsubishi/Equivalent Econavi Inverter DC 2.0 Tons 2400 BTU	2
3	Air-conditioning DC Inverter (1.5 Tons) Sharp/Panasonic/Toshiba/Mitsubishi/Equivalent Econavi Inverter DC 1.5 Tons 18000 BTU	2
4	LED Screen Sony/LG/Samsung 55" SUHD 4K Curved Smart TV KS8800 Series 8	1

Yours faithfully,

**MANAGER (MIS)  
PLANNING & DEVELOPMENT BOARD  
GOVERNMENT OF SINDH**



**GOVERNMENT OF SINDH  
PLANNING AND DEVELOPMENT BOARD  
KARACHI**

## PART D (I): BID FORM

Date: -----

NIT No: **PDB-1723-17-03**

To:

**Manager (MIS),  
Planning & Development Board,  
Government of Sindh,  
2<sup>nd</sup> Floor, Room No. 432,  
Sindh Secretariat No. 2, (Tughlaq House),  
Karachi.**

Gentleman:

Having examined the bidding documents *[including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged,]* we, the undersigned, offer to supply and deliver [Machinery & Equipment (**Detail attached**)] in conformity with the said bidding documents for the sum of **[total bid amount in words and figures]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will furnish a Pay Order (refundable) from SBP scheduled banks in favor of Account Name: Automation in P&D Department in a sum equivalent to 10% of the Contract Price for the due performance of the Contract

We agree to abide by this Bid for a period of ninety [90] days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of April, 2017.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

Address: \_\_\_\_\_

GST No: \_\_\_\_\_



**GOVERNMENT OF SINDH  
PLANNING AND DEVELOPMENT BOARD  
KARACHI**

## PART D (II): TENDER FORM

<b>Name of bidder</b>			
<b>Status of the bidder</b>		Sole proprietorship	
		Partnership	
		Limited Company	
<b>Postal address</b>			
<b>Telephone No (s)</b>			
<b>Fax No</b>			
<b>Email</b>			
<b>Authorized Person</b>	Owner / Representative		
	Name		
	Designation		
	Signature		
	Contact No		
<b>GST No of the bidder</b>			
<b>FBR NTN No of the bidder</b>			
<b>SRB No of the bidder</b>			
<b>PSEB Registration No. &amp; Date (if any)</b>			
<b>Total quoted bid amount (in Pak Rupees)</b>			
<b>2 % bid security amount of total bid amount ( in Pak Rupees)</b>			
<b>Validity of Quotation (Date)</b>			
<b>Amount of Earnest Money* Pay Order / Demand Draft (Attached)</b>		No	
		Date	
		Amount in Rs	
		Bank Branch	

\_\_\_\_\_  
**Signature & Stamp of Contractor (s)**



**GOVERNMENT OF SINDH  
PLANNING AND DEVELOPMENT BOARD  
KARACHI**

## PART D (III): PRICE SCHEDULE IN PKR

Name of Bidder: \_\_\_\_\_ NIT NO: **PDB-1723-17-03**  
Karachi,

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

### NAME OF ITEMS, QUANTITY & SPECIFICATIONS

Sr.#	Complete description of quoted item with proper Version & Country of Origin	Qty offered	Unit Cost (Inclusive of all taxes & charges )	Total Amount
1				
<b>Grand Total of Bid Amount</b>				In Figures (    )
GRAND TOTAL PKR In Words (				)

**Please Note:**

1. The quoted rates should be (Inclusive of all duties, taxes and other levies including all Zila, Octri, Sales tax /VAT on the finished goods/services, withholding tax etc.) shall be included in the item rate.
2. The quoted rates shall be inclusive of any delivery / transportation / installation / commissioning / training & Technical literature charges.
3. The quoted rates quoted for each item shall be fixed for the duration of the contract and shall not be subject to any adjustment.
4. The quoted rates for supply of partial quantity shall not be accepted.
5. The rate should only be quoted for one model. In case of quoting more than one model, bidder will be disqualified for that particular item.
6. 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.
7. Corrections if any shall be made by crossing out, initialling, dating and rewriting.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

Address: -----

GST No.-----

# CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of Month\_\_\_\_\_, 2017 between **Planning & Development Board, Sindh** (hereinafter called “the Procuring Agency”) of the one part and **M/s \_\_\_\_\_** (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for provision of certain goods and ancillary services, viz **Annexure-A** and has accepted a bid by the Supplier for the supply of Goods in the sum of **Rs. \_\_\_\_\_/- (in words) \_\_\_\_\_** (hereinafter called “the Contract Price”).

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 / Technical Specifications;
  - (d) The Terms & Conditions of Contract; and
  - (e) the Procuring Agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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



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

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

Name \_\_\_\_\_

Title: \_\_\_\_\_

CNIC NO \_\_\_\_\_

(Seal)

Witness for the PA

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

Name \_\_\_\_\_

Title: \_\_\_\_\_

CNIC NO \_\_\_\_\_

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

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

Name \_\_\_\_\_

Title: \_\_\_\_\_

CNIC NO \_\_\_\_\_

(Seal)

Witness for the Supplier

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

Name \_\_\_\_\_

Title: \_\_\_\_\_

CNIC NO \_\_\_\_\_

# TERMS & CONDITIONS OF CONTRACT

## 1. Basic Information:

In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, 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 Machinery & Equipment and/or other relevant equipment/machines/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) The Procuring Agency means: Planning & Development (P&D) Board, Government of Sindh, Karachi, Pakistan.

(f) The Supplier means: M/s-----

(g) Name of Contract is "Procurement of Machinery & Equipment"

(h). The Governing Language shall be English.

(i) Disputes shall be settled by Complaint Redressal Committee (CRC) as defined in SPP Rules 2010 (Amended in 2013).

(j) The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

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

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

Manager (MIS),  
P& D Board, Room No. 432, 3<sup>rd</sup> Floor,  
Tughlaq House, Sindh Secretariat No.2,  
Karachi.  
Tel. No. 021-99332609  
Cell No. 0334-3893330  
Email: nmansoor@sindhpn.gov.pk

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

Supplier: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

## **2. Technical Specifications**

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

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

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.

## **4. Patent Rights**

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.

## **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 Rs issued by a State Bank of Pakistan Scheduled Bank drawn in favor of **Account Name: Automation in P&D Department.**

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 not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

### 3. Delivery Location

i. Delivery of the Goods & services shall be made by the Supplier in accordance with the Schedule of Requirements and the specified terms & conditions mentioned in bidding documents.

ii. The Supplier under the Contact is required to provide Goods & Services on following office location(s):

S. No	Item Description	Delivery Address	Phone/Fax/Email details
1	Machinery & Equipment  (As per Part C of Bidding Documents)	<b>Manager (MIS)</b> P&D Board, Govt of Sindh Room No432, 3 <sup>rd</sup> Floor, Tughlaq House, Sindh Secretariat No. 2, Karachi	<b>Phone No.</b> 021-99332609 <b>Cell No.</b> 0334-3893330 <b>Email:</b> nmansoor@sindhpnnd.gov.pk

### 4. Inspections and Tests

i. The Manager (MIS), P&D Board, government of Sindh 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.

ii. 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.

iii. Should any inspected or tested Goods fail to conform to the standard mentioned in specification, 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.

iv. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after its arrival on designated delivery locations.

v. The Goods & Services supplied by the Supplier shall be accepted only after Inspection clearance report by Manager (MIS), Planning & Development Board, Government of Sindh.

vi. In case, Goods fail to conform to the attached BOQs/Specifications, the Procuring Agency may reject the subject Goods & Services and the Supplier shall rectify/replace the faulty Goods free of cost immediately. The Procuring Agency shall only accept the Goods after they have been duly inspected in the presence of the Bidder.

## 5. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination with the **original company packing untampered**. 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.

## 6. Transportation

The Supplier is required under the Contact to transport the Goods 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.

## 7. Incidental Services

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

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



(e) Training of the P&D Department, Government of Sindh's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

## **8. Guarantee**

i. The Supplier guarantee 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 guarantees 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.

ii. All equipment shall be covered under this comprehensive guarantee of minimum for one year along with assurance of availability of spare parts & after sales service at least for 03 years.

iii. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

iv. Upon receipt of such notice, the 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 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 Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **9. 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 Receiving & Inspection Report (GRIR) of Manager (MIS), Planning & Development Board, Government of Sindh.

ii. Part payment against part supply is allowed.

iii. 100% payment to be made on the proof of inspection certificate issued by Manager (MIS), Planning & Development Board, Government of Sindh to Accountant General-Sindh, Karachi.

iv. Prices charged by the Supplier for Goods delivered 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.

## **10. 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) the method of shipment or packing;
- (b) the place of delivery; and/or
- (c) the ancillary Services to be provided by the Supplier.

## **11. Contract Amendments**

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

## **12. Delays in the Supplier's Performance**

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

## **13. Liquidated Damages**

If the Supplier fails to deliver any or all of the Goods 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.]*

#### **14. 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 fails to deliver any or all of the Goods within the period(s) specified in the Contract, 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 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 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.

#### **15. Force Majeure**

i. 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.

ii. 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.

iii. 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.

#### **16. Termination for Insolvency**

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.

#### **17. Termination for Convenience**

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

#### **18. Resolution of Disputes**

- i. 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.
- ii. 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 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.

#### **19. Taxes and Duties**

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