

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



## **Tender Document**

# **Supply, Installation, Implementation & Maintenance of Software System for Sindh Modaraba**

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## **I- LETTER OF INVITATION (LOI)**

Sindh Modaraba Management Limited invites proposal from vendors for the supply, installation, implementation & maintenance of Software System for Sindh Modaraba (SM). More details of the specifications of related services to be provided are given in the scope of service in Section [3] of Tender Documents.

**Sindh Modaraba Management Limited (SMML) is 100% owned by Government of Sindh invites proposals for installation, implementation & maintenance of Software System for Sindh Modaraba.** Sindh Modaraba is floated and managed by Management Ltd, having registered office at 1<sup>st</sup> Floor, Imperial Court, Dr. Ziauddin Ahmed Road Karachi. The Modaraba is listed on the Karachi Stock Exchange.

Bidders will be selected under procedure described in this Tender Document (TD), in accordance with The Sindh Public Procurement Act 2009 and The Sindh Public Procurement Rules 2010 issued thereunder (“SPPRA”) which can be found at [www.pprasindh.gov.pk/](http://www.pprasindh.gov.pk/). For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.

This TD includes the following Sections:

- Instructions to Bidders (Data Sheet)
- Scope of Work/Software Specifications
- Technical Proposal – Sample Form
- Financial Proposal \_ Sample Form
- General Conditions of Contract
- Bid Form (Annexure “A”)
- Bid Security Form (Annexure “B”)
- Performance Security Form (Annexure “C”)
- Integrity Pact (Annexure “D”)
- Form of Contract (Annexure “E”)

Regards,

**Sindh Modaraba Management Ltd.**

1<sup>st</sup> Floor, Imperial Court, Dr. Ziauddin Ahmed Road  
Karachi, Pakistan  
Office: (92-21) 35640708 & 35640709  
Fax: (92-21) 35640711  
Email : info@sindhmodarabaltd.com

## **II-INSTRUCTION TO BIDDERS**

### **Definitions**

**“Bid”** means a tender, or an offer by a person, bidder, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SMML.

**“Bid with Lowest Evaluated Cost”** means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

**“Bidder”** means a person or entity submitting a bid;

**“Bidding Documents”** means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

**“Bidding Process”** means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

**“Blacklisting”** means barring a bidder, contractor, bidder or supplier from participating in any future procurement proceedings.

**“Calendar Days”** means days including all holidays;

**“Conflict of Interest”** means -

- (i) where a contractor, supplier or bidder provides, or could provide, or could be perceived as providing biased professional advice to SMML to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a contractor, bidder or service provider that conflicts with his role or relationship with the SMML under the contract;
- (iv) where an official of the SMML engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

**“Contractor”** means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

**“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below;

**“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

**“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SMML to establish prices at artificial, non-competitive levels for any wrongful gain;

**“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

**“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**“Obstructive Practice”** 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 or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**“Emergency”** means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

**“Goods”** means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

**“Head of the Department”** means the administrative head of the department or the organization;

**“Lowest Evaluated Bid”** means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

**“Lowest Submitted Price”** means the lowest price quoted in a bid, which is otherwise not substantially responsive;

**“Mis-procurement”** means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

**“Notice Inviting Tender”** means the notice issued by a SMML through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

**“Open Competitive Bidding”** means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

**“SMML”** means the Sindh Modaraba Management Limited;

**“SM”** means Sindh Modaraba.

**“Substantially Responsive Bid”** means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

**“Supplier”** means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

**“Value for Money”** means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SMML’s requirements.

## **2.1 Correspondence Address**

The contact number and the correspondence address for submitting the proposals are as follow:

Administration Division  
SINDH MODARABA MANAGEMENT LIMITED  
1<sup>st</sup> Floor, Imperial Court,  
Dr. Ziauddin Ahmed Road,  
Karachi-75530, Pakistan

Tel: 021-356400708 - 9

## **2.2 Eligible Bidders**

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]

## **2.3 Corrupt Practice**

1. SMML requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. SMML will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt practice or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

## **2.4 Preparation of Bids**

### **2.4.1 Bidding Process**

This is the Single Stage – Two Envelope Procedure; a bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the FINANCIAL PROPOSAL and the TECHNICAL PROPOSAL. [SPPRA Rule 46 (2-a)]

#### **2.4.2 Cost of Bidding**

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

#### **2.4.3 Language of Bid**

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SMML must be written in English. [SPPRA Rule 6 (1)]

#### **2.4.4 Technical Proposal**

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment.

#### **2.4.5 Financial Proposal**

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SMML. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

#### **2.4.6 Bid Currencies**

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

#### **2.4.7 Bid Security**

The SMML shall require the bidders to furnish the Earnest Money @ 5% of Bidding Cost or Irrevocable Bank Guarantee acceptable to the Company, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SMML reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SMML as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
  - Sign the contract in accordance with ITB Section [2.7.4]; or
  - Furnish performance security in accordance with ITB Section [2.7.5].

#### **2.4.8 Bid Validity**

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SMML; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

#### **2.5 Submission of Bids**

##### **2.5.1 Sealing and Marking of Bids**

Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. [SPPRA Rule 46 (2-a & b)]

##### **2.5.2 Response Time**

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by SMML at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

##### **2.5.3 Extension of Time Period for Submission of Bids**

SMML may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and SMML is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the SMML is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

##### **2.5.4 Clarification of Bidding Documents**

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SMML shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

##### **2.5.5 Late Bids**

Any bid received by SMML after the deadline for submission of bids prescribed by SMML pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)] .The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.



### **2.5.6 Withdrawal of Bids**

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SMML prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

### **2.5.7 Cancellation of Bidding Process**

1. SMML may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SMML shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SMML shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

### **2.5.8 Mechanism for Redressal of Grievances**

SMML has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SMML during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

SMML shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SMML. [SPPRA Rule 31(5)]

SMML shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)]

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

A bidder not satisfied with decision of the SMML complaints' redressal committee may lodge an appeal to the Chief Secretary through the Authority, who shall refer the matter to a review panel in accordance with ITB section [2.5.9]; [SPPRA Rule 31(8)]

A bidder may file an appeal to the Chief Secretary provided; [SPPRA Rule 31(9)]

1. that the bidder has exhausted his complaint to the complaint redressal committee [SPPRA Rule 31(9-a)]; and
2. That he has not withdrawn the bid security deposited by him during the procurement process. [SPPRA Rule 31(9-b)]

The bidder must submit the appeal to the Chief Secretary with the following documents: [SPPRA Rule 31(10)]

1. a letter stating his wish to appeal to the Review Panel and the nature of complaint; [SPPRA Rule 31(10-a)]
2. a copy of the complaint earlier submitted to the complaint redressal committee of the Department and all supporting documents in a sealed envelope; [SPPRA Rule 31(10-b)] and

Upon receipt of an appeal and registration fee, the Chief Secretary shall select a Review Panel to examine the complaint. Simultaneously, the Authority shall inform the bidder and the Head of the concerned Department of the action taken by the Chief Secretary. [SPPRA Rule 31(11)]

On receipt of reference from the Chief Secretary, the Chairperson of the Review Panel shall convene a meeting of the review panel within five working days. [SPPRA Rule 31(12)]

Unless the Review Panel recommends dismissal of the complaint being frivolous, in which case the bidder shall lose the bid security deposited with the SMML, the Review Panel may: [SPPRA Rule 31(13)]

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]
2. state the rules or principles that govern the subject matter of the complaint; [SPPRA Rule 31(13-b)]
3. point out the infirmities and breach of rules and regulations by the procuring agencies; [SPPRA Rule 31(13-c)]
4. suggest annulment in whole or in part of a non-compliant act or decision of SMML, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the SMML is in breach of its obligations under the Act, Rules or Regulations, suggest the payment of compensation by the officer(s) responsible for mis-procurement for cost incurred by the bidder on preparation of bid, including the cost of the complaint registration fee paid by the complainant; [SPPRA Rule 31(13-e)] or
6. Recommends that the procurement proceedings may be terminated, in case the procurement contract has not been signed. [SPPRA Rule 31(13-f)]

It shall be mandatory for both, the complainant and the SMML to appear before the Review Panel as and when called and produce documents, when so required. The Review Panel shall issue the notice of appearance to the Head of the Department for its service who shall ensure the attendance of the Head of SMML along with relevant record. In case of failure of Head of SMML to appear before review panel despite service, the Authority shall bring the matter to the notice of Chief Secretary. In case the complainant fails to appear twice, despite service the reference may be decided ex-parte. The Review Panel shall hear the parties and give its recommendations to the Authority within thirty days of receipt of reference. In case, more

time is required, the Review Panel may seek extension from the Chief Secretary through the Authority enumerating the reasons for delay. The Authority shall submit these recommendations to the Chief Secretary who shall decide the appeal keeping in view the recommendations of the Review Panel; Provided that the Chief Secretary may refer the matter back to the Review Panel, if there is some ambiguity or vagueness in the recommendations and a clarification is to be sought. The Review Panel shall clarify the matter within seven calendar days, following which the Chief Secretary would decide the matter; [SPPRA Rule 31(14)]

The decision of the Chief Secretary shall be final and the SMML shall act upon such findings. After the decision has been issued, the complaint and the decision shall be hoisted by the Authority on its website within three working days; Provided that no information shall be disclosed if its disclosure would be against the public interest or may jeopardize national security. [SPPRA Rule 31(15)]

### **IMPORTANT**

**In addition to above it may be noted that no complain will be entertained unless it is forwarded on company's original letter head, bearing complete address, NTN of the company and CNIC of the complainant.**

#### **2.5.9 Review Panel**

The Authority shall maintain a list of Review Panellists for the purpose of reviewing a bidder's complaint. The Panellist shall be appointed on such terms and conditions as the Authority may from time to time notify with the approval of the Chief Secretary. [SPPRA Rule 32(1)]

The List of Specialists shall be formed from a number [SPPRA Rule 32(2)]

1. persons who have been legal professionals; [SPPRA Rule 32(2-a)]
2. persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)]and
3. Persons from a list of specialists with experience in the relevant field. [SPPRA Rule 32(2-c)]

The Specialists shall be grouped into a number of Review Panels, each with a nominated Chairperson, both as approved by the Chief Secretary. Each panel shall have a minimum of 3 members, one from each of the groups listed in sub rule (2) above and up to 2 co-opted members on a case-by-case basis depending upon the nature of the complaint. [SPPRA Rule 32(3)]

The specialists shall be paid remuneration for their services as determined by the Authority from time to time with the approval of the Chief Secretary. [SPPRA Rule 32(4)]

#### **2.5.10 Matters not subject to Appeal or Review**

The following actions of the SMML shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the SMML; [SPPRA Rule 33 (1)]
- Decision by the SMML under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

## 2.6 Opening and Evaluation of Bids

### 2.6.1 Opening of Bids by SMML

The opening of bids shall be as per the procedure set down in Section 2.6.5 dealing with Bidding Process.

### 2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SMML may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

### 2.6.3 Preliminary Examination

SMML will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SMML may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SMML.

If a bid is not substantially responsive, it will be rejected by SMML and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### 2.6.4 2.6.4. Supplier Evaluation Criteria

All bids shall be evaluated in accordance with the evaluation criteria. [SPPRA Rule 42 (1)] SMML will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

#### 2.6.6.1 Five Domain Evaluation Model

Following are the Five domains on the basis of which all the proposals will be evaluated:

1. Software Management System Functionality
2. Vendor's Risk
3. Systems Base Technology
4. Vendors Future Prospects
5. Intangibles

#### 2.6.6.2 Overall Domain's Weighted Scores

Sr. #	Domain	Weighted Score
1.	Software Management System Functionality	40%
2.	Vendor's Risk	20%
3.	Systems Base Technology	20%
4.	Vendors Future Prospects	10%
5.	Intangibles	10%
<b>Total:</b>		<b>100%</b>

Acquiring of 70% marks of the total score will make the Bidder qualify for participating into ultimate phase of Financial Bid opening.

## 2.6.7 Scoring Criteria

SMML shall evaluate Technical Proposals using the following scoring criteria.

Sr. #	Technical Domains Description	Scores
<b>1</b>	<b>Software Management System Functionality (40%)</b>	
1.1	Available	40
1.2	Can be developed	20
1.3	Not Available	0
<b>2</b>	<b>Vendor's Risk (20%)</b>	
<b>2.1</b>	How much time frame offered by the supplier for expected implementation? (Go-Live with 1 pilot branch) and submit more than one proof reference from your previous installation.	
2.1.1	Within 8 Weeks	5
2.1.2	Within 8 to 16 weeks	3
2.1.3	More than 16 weeks	1
<b>2.2</b>	The presentation of the supplier in Pakistan, preferably in Sindh.	
2.2.1	Offices present in Sindh	5
2.2.2	Offices present in any other province of Pakistan	3
2.2.3	Offices not present in Pakistan	0
<b>2.3</b>	How is the supplier's ability to Execute? (How many successful implementation in Pakistan).	
2.3.1	More than 10 implementations	5
2.3.2	Within 5 to 10 implementations	3
2.3.3	Less than 5 implementations	1
<b>2.4</b>	How is the vendor's Service and Support?	
2.4.1	Resolution in 1 day	5
2.4.2	Resolution in a week	0
<b>3</b>	<b>System's Base Technology (20%)</b>	
<b>3.1</b>	How current is the technical design, infrastructure, and architecture fit of tool set?	
3.1.1	Latest release live implemented within 2 years or less	10
3.1.2	Latest release live implemented within 5 years or less	5
3.1.3	Latest release live implemented within 5 years or not reviewed at all.	0
<b>3.2</b>	How mature are the vendor's software applications in relation to the scope of the Sharia Compliant financing?	
3.2.1	Goes beyond the company's needs/all standard Company needs	10
3.2.2	All standard Sharia Compliant Financing needs fulfilled	5
3.2.3	Fulfills 70% of the Sharia Compliant Financing needs	3
3.2.4	Fulfills less than 70% of the Sharia Compliant Financing needs	1
<b>4</b>	<b>Vendor's Future Prospects (10%)</b>	
<b>4.1</b>	What are the future product development directions? How much does the vendor spend in Research & Development?	

4.1.1	Strategy exist for the proper allocation of budget in Research and Development	4
4.1.2	Although strategy not exist but money spend on need basis	2
4.1.3	Strategy not exist	0
<b>4.2</b>	Does the vendor perceive its core competency as software development / implementation?	
4.2.1	Core Business is Financing software development / implementation	4
4.2.2	Software development / implementation is not the core business	0
<b>4.3</b>	Is the vendor a market leader and is their vision statement aligned with client's goals?	
4.3.1	More than 30% of market share	2
4.3.2	Less than 30% but more than 10% of market share	1
4.3.3	Less than 10% of market share	0
<b>5</b>	<b>Intangibles (10%)</b>	
<b>5.1</b>	Does the vendor have a 24 hours effective product support helpdesk/hotline?	
5.1.1	24/7 effective Helpdesk/hotline support exists	3
5.1.2	Helpdesk/hotline does not exist	0
<b>5.2</b>	How much time the vendor takes for the resolution of queries?	
5.2.1	Critical Level Issues: Within twelve (12) hours	3
5.2.2	Critical Level Issues: More than twelve (12) hours	0
<b>5.3</b>	Does the vendor disclose information about new product offering, maintenance releases, and new module functionality promptly?	
5.3.1	Mechanism available for communication of new product offerings, maintenance releases, and new module functionality promptly	2
5.3.2	Mechanism not available for communication of new product offerings, maintenance releases, and new module functionality promptly	0
<b>5.4</b>	What kinds of training resources are made available to clients and partners?	
5.4.1	Separate training staff/division exist in the company	1
5.4.2	Separate training staff/division does not exist	0
<b>5.5</b>	What type of training materials does the vendor provide for client?	
5.5.1	Manuals and User Guide available	1
5.5.2	Manuals and User guide not available	0

#### 2.6.8 .Discussions Prior to Evaluation

If required, prior to evaluation of the Technical Proposal and Financial Proposal, SMML may, within 6-7 days of receipt of the Technical and Financial Proposals, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the Technical Proposal submitted by that Bidder.

## **2.6.9. Availability of Professional Staff / Experts**

Having selected the bidder on the basis of, among other things, an evaluation of proposed Professional staff, the SMML expects to get the Contract executed by the Professional staff named in the Proposal. Before contract negotiations, the SMML will require assurance that the Professional staff will be actually available. SMML will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitutions unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the Proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and his name be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

Subject to ITB Section [2.7.2], SMML will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **2.7.2 SMML's Right to Accept Any Bid and to reject any or all Bids**

SMML may annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

### **2.7.3 Notification of Award**

Prior to the expiration of the period of bid validity, SMML will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], SMML will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

### **2.7.4 Signing of Contract**

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SMML particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favour of such person.

The Contract shall be signed by the parties at Central Office SMML, Karachi, within 10 Days of award of contract.

### **2.7.5 Performance Security**

Within 15 DAYS of receipt of the notification of award from SMML, the successful Bidder shall furnish to SMML the Performance Security of 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SMML, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security,

in which event SMML may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure “C” shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SMML and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier’s performance obligation under the Contract.

#### **2.7.6 General Conditions of Contract**

For detailed General Condition of Contract refer to Section VI of this TD.

#### **2.7.7 Special Conditions of Contract**

For detailed Special Condition of Contract refer to Section VI of this TD.

#### **2.7.8 Integrity Pact**

The successful bidder shall upon the award of the contract execute an Integrity Pact with SMML for all procurements estimated to exceeds Rs.2.5 million . *[Specimen is attached in Annexure “D”]* [SPPRA Rule 89]

#### **2.7.9 Non Disclosure Agreement**

The successful bidder shall upon the award of the contract execute a Non Disclosure Agreement with SMML. *[Specimen is attached in Annexure “E”]*



**INSTRUCTIONS TO BIDDER -Data Sheet**

1.	Name of the Assignment is: <u>Supply, Installation, Implementation &amp; Maintenance of Software System for Sindh Modaraba</u> The Name of the PA’s official (s): <u>Mr. Zulfiqar Ali</u> Address: <u>1<sup>st</sup> Floor, Imperial Court, Dr. Ziauddin Ahmed Road Karachi</u> Telephone: <u>(92-21) 35640708 &amp; 35640709, Cell (92333) 2319928</u> Facsimile: <u>(92-21) 35640711</u> E-mail: <a href="mailto:zulfiqar.ali@sindhmodarabald.com">zulfiqar.ali@sindhmodarabald.com</a>
2.	The method of selection is: As detailed in the Bidding Documents
3.	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/>
4.	The Proposal submission address is: <u>1<sup>st</sup> Floor, Imperial Court, Dr. Ziauddin Ahmed Road Karachi</u>  Proposals must be submitted no later than the following date and time: <u>As Specified in the Notification</u>
5.	Expected date for commencement of consulting services: within 7 days of signing of the contract at: <u>1<sup>st</sup> Floor, Imperial Court, Dr. Ziauddin Ahmed Road Karachi</u>
6.	Proposals shall remain valid for a period of 90 days from the date of receiving of the Proposal.
7.	Clarifications may be requested not later than <u>five</u> days before the submission date. The address for requesting clarifications is: Facsimile: <u>(92-21) 35640711</u> E-mail: <a href="mailto:zulfiqar.ali@sindhmodarabald.com">zulfiqar.ali@sindhmodarabald.com</a>
8.	The Proposal as well as all related correspondence exchanged by the Bidders and the Procuring Agency shall be written in English However it is desirable that the firm’s Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
9.	The bidders are required to be submitted bids security in form of pay order, demand draft or bank guarantee 5% of Financial Proposal.
10.	Amounts payable by the PA to the Bidders under the contract is subject to local taxation, stamp duty and service charges, if applicable.
11.	Bidders to state local cost in the national currency: Yes <input checked="" type="checkbox"/>
12.	Bidders must submit the original and <u>2</u> copies of the Technical Proposal, and the original of the Financial Proposal.
13.	Successful bidder is required to submit performance security in form of pay order, demand draft or bank guarantee 10% of Financial Proposal
14.	Bidders undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.

### III SCOPE OF WORK / SOFTWARE SPECIFICATIONS

Sindh Modaraba Management Limited (SMML) requires supply, installation, implementation & maintenance of Software Management System in its Head Office as per the following specifications.

#### Software Specification

<b>Software Management System</b>	
<b>Module</b>	<b>Description</b>
Financing Management System (FMS)	The module should extensively cover complete Sharia Compliant Financing Management system including all legal documentation, generating invoices, calculation of mark-up, termination and maturity of Ijarah/Diminishing Musharaka/Morabaha and MIS reporting.
Certificate of Musharaka (COM)	COM Module should include COM issuance processes, Investors' portfolio, application processing, mark- up accrual and their payments, termination, roll over, Tax exemption, Zakat exemption and along with MIS reports and maintenance of inventory of physical certificates.
Payroll / HR	Maintenance of employee's records, salary, leave and attendance processing along with gratuity & provident fund including all necessary MIS reports.
Borrowing Module	The module should cover complete Sharia Complaint treasury and borrowing Management including calculation of mark-up and payment of instalment.
Fixed Assets (FA)	Recording and coding of new fixed assets, calculation of depreciation, disposal and calculation of gain or loss thereon including MIS reporting.
General Ledger (GL)	Complete Financial Accounting Module including posting of vouchers, monthly trial balance comparison, aging report, posting accrual vouchers from all subsidiary Modules and MIS reporting. (including SECP reporting and reports required by revenue authorities)
Management Company GL	Complete Financial Accounting Module including posting of vouchers, monthly trial balance comparison, aging report, posting accrual vouchers from all subsidiary Modules and MIS reporting. (including SECP reporting and reports required by revenue authorities)

**Note:**

All of the above modules should be integrated with the General Ledger System and act as subsidiary Module. Branch wise reporting and data feeding facility should also be available.

#### IV- TECHNICAL PROPOSAL – SAMPLE FORMS

##### SOFTWARE VENDOR PROFILE QUESTIONNAIRE

Following information is not conclusive and any other information may be a part of evaluation.

#### 4.1 General information

S. No.	Information
4.1.1.	Company name (Implementer/Manufacturer)
4.1.2.	Holding company (if any)
4.1.3.	Company head office address
4.1.4.	Company local address
4.1.5.	Phone
4.1.6.	Years in business
4.1.7.	Total number of employees in Pakistan
4.1.8.	Total number of technical support personnel in Pakistan
4.1.9.	Total number of marketing personnel in Pakistan
4.1.10.	Total number of local employees in Pakistan
4.1.11.	Total number of local technical support personnel in Pakistan
4.1.12.	Total number of local marketing personnel in Pakistan
4.1.13.	Maximum number of branches where Application is implemented at one single customer
4.1.14.	Largest customer in Pakistan
4.1.15	What industry (ies) are targeted as the primary market for the application?
4.1.16.	What programming languages were used to develop the proposed application?
4.1.17.	On what type(s) of equipment have the proposed packages been implemented?
4.1.18	Do you impose any limitations on the uses of the application programs? If so, what are they?
4.1.19.	Please include a copy of your recent financial statements or sales revenue and net profit figures for the last five years.

#### 4.2 Implementation Support Information

In the following areas, how many hours is the vendor including in the proposal? Please attach a schedule and a brief description of available training courses for each proposed application.

S.No.	Information
4.2.1.	Any process exists for escrow agreement for source?
4.2.2.	Will more than 5 dedicatedly staff be available for us for custom development? (if required)
4.2.3.	Will the vendor support customer developed modifications?
	<b>On-going Support</b>
4.2.4.	Will more than 5 employees be dedicated full-time to system support?
4.2.5.	What type of ongoing support does the vendor provide?
4.2.6.	Where is the support service located?
4.2.7.	What are the normal hours and days this support is available?
4.2.8.	Are there provisions for “after hours” support?
4.2.9.	Are future system releases included as part of the ongoing maintenance agreement?
4.2.10	Are documentation and training updates usually included?
4.2.11	How often are new versions released?
4.2.12	Typically, how long after a new release are previous versions maintained?
	<b>Training</b>
4.2.13	Training division

4.2.14	Functional training
4.2.15	Technical training
4.2.16	Installation of application software
4.2.17	Data conversion
4.2.18	Procedure development
	<b>Documentation</b>
4.2.19	Is documentation on the systems design available to the customer Is the documentation maintained within the system?
4.2.20	Can the customer duplicate the manuals for internal purposes without a fee?
4.2.21	Who will own the reference manuals?

### 4.3 References

Include at least four (4) customers using the same Application System and SMML reserves the rights to contact the referees mentioned by Bidders.

Reference One (1)	Response
Company name	
Contact name and title	
Company address/phone	
Industry	
Applications installed	
Dates and releases installed	
Modifications made	
Comments	
<b>Reference Two (2)</b>	
Company name	
Contact name and title	
Company address/phone	
Industry	
Applications installed	
Dates and releases installed	
Modifications made	
Comments	
<b>Reference Three (3)</b>	
Company name	
Contact name and title	
Company address/phone	
Industry	
Applications installed	
Dates and releases installed	
Modifications made	
Comments	
<b>Reference Four (4)</b>	
Company name	
Contact name and title	
Company address/phone	
Industry	
Applications installed	
Dates and releases installed	
Modifications made	
Comments	

**V- FINANCIAL PROPOSAL – SAMPLE FORMS**

**5.1 Software Application Modules Specified in Annexure F**

List all costs associated with the assignment including hidden cost, cost of additional software required such as any third party software, database etc., remuneration for staff, reimbursable expenses etc.

**PRICE SCHEDULE**

1	2	3	4	5	6
Item	Specification	Country of origin	Quantity	Breakup of Taxes and Duties	Total Per Item

**5.2 Associated Hardware (recommended)**

**PRICE SCHEDULE**

1	2	3	4	5	6
Item	Specification	Country of origin	Quantity	Breakup of Taxes and Duties	Total Per Item

**Note :**

- The cost must include all taxes, installation, labor, Stamp duty (as applicable under Stamp Act 1989) including delivery charges up to Sindh Modaraba Head office.**
- Calculation of bid security.** The mechanism for calculation of bid security will be as follows:
  - 5% of the \*Grand total to be submitted as Bid Security/Earnest Money in form of Pay Order/Bank Guarantee in favor of Sindh Modaraba attached with Financial Proposal.
- In case it is revealed at any stage after installation of the software that the asked specification of the tender have not been met, the amount of the total installation of the software will be fined to the vendor with appropriate action as deem necessary by the procurement committee.
- The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report [ hoisting period (7 days) on SPPRA website].

Signature & Stamp of Bidder \_\_\_\_\_

## **VI- CONDITIONS OF CONTRACT**

### **1 - GENERAL CONDITSIONS**

#### **1.1- DEFINITIONS**

Unless the context otherwise requires, the following terms whenever used in this Contact have the following meanings:

- (a) “Applicable Law” means the Sindh Public Procurement Act, there under Rules 2010.
- (b) “Procuring Agency PA” means the implementing department which signs the contract
- (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (d) “Contract” means the Contract signed by the Parties and all attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC) and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the PA’s country.
- (h) “GC” means these General Condition of Contract.
- (i) “Government” means the Government of Sindh.
- (j) “Local Currency” means the Pak Rupees.
- (k) “Member” means any of the entities that make up the joint venture / consortium/association, and “Member” means all these entities.
- (l) “Party” means the PA or the Bidder, as
- (m) “Personnel” means persons hired by the Bidder or by any Sub-Bidder and assigned to the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the services to be performed by the Bidder pursuant to the Contract.

- (p) “Sub-Bidder” means any person or entity to whom/which the Bidder subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

## **1.2- Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable law.

## **1.3- Language**

The Contract is executed in the language specified in the Instruction to Bidders, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4- Notices**

1.4.1- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Data Sheet.

1.4.2- A Party may change its address for notice hereunder by given the order Party notice in writing of such change to the address specified in the Data Sheet.

## **1.5- Location**

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PA may approve.

## **1.6- Authority of Member in Charge**

In case the Bidder consists of a joint venture/ consortium /association of more than one individual firm, the Members hereby authorize the individual firm to act on their behalf in exercising all the Bidder’s rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

## **1.7- Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Bidder may be taken or executed by the officials specified in the SC.

## **1.8- Taxes and Duties**

The Bidder, Sub-Bidders, and their Personnel shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **1.9- Fraud and Corruption**

A. If the PA determines that the Bidder and/or its Personnel, sub-contractors, sub-bidders, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may,

after giving 14 days notice to the Bidder, terminate the Bidder's employment under the Contract, and may resort to other remedies including blacklisting/disqualifications as provided in SPPR 2010.

Any personnel of the Bidder who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2

### **Integrity Pact**

- B. If the Bidder or any of his Sub-bidders, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Bidder as Appendix-G to this Form of Contract, then the Client shall be entitled to:
- (a) Recover from the Bidder an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Bidder or any his Sub-bidder, agents or servants;
  - (b) Terminate the Contract; and
  - (c) Recover from the Bidder any loss or damage to the Client as a result of termination or of any other corrupt business practices of the Bidder or any of his Sub-bidder, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Bidder shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 1.9 B Sub-Para (a) and (c).

## **2- COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1- Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

### **2.2 Commencement of Services**

The Bidder shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **2.4 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.



## **2.5 Force Majeure**

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the PA**

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Bidder, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Bidder does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- b) If the Bidder becomes insolvent or bankrupt.
- c) If the Bidder, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Bidder(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract
- f) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

## **2.6.2 By the Bidder**

The Bidders may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- a) If the PA fails to pay any money due to the Bidder pursuant to this Contract without bidders fault.
- b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- c) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

## **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Bidder:

- a) Payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## **3- OBLIGATIONS OF THE BIDDER**

### **3.1- General**

#### **3.1.1- Standard of Performance**

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Bidders or third Parties.

#### **3.1.2 - Conflict of Interests**

The Bidder shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

##### **3.1.2.1- Bidders not to Benefit from Commissions, Discounts, etc.**

The payment of the Bidder pursuant to Clause GC 6 shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the

Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub-Bidders, and agents of either of them similarly shall not receive any such additional payment.

**3.1.2.2- Bidder and Affiliates not to be otherwise interested in Project.**

The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works or services (other than Services) resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.

**3.1.2.3- Prohibition of Conflicting Activities.**

The Bidder shall not engage, and shall cause their Personnel as well as their Sub-Bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**3.2- Confidentiality**

Except with the prior written consent of the PA, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.3- Insurance to be Taken Out by the Bidder**

The Bidder (a) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at their (or the Sub-Bidders', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.4- Bidder's Actions Requiring PA's Prior Approval**

The Bidder shall obtain the PA's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the Personnel not mentioned already.
- c) Any other action that may be specified in the SC.

**3.5- Reporting Obligations**

- a) The Bidder shall submit to the PA the reports and documents, if any, specified by the PA (PA may insert appendix) in the form, in the numbers and within the time periods set forth in the said Appendix.
- b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.6- Documents Prepared by the Bidder to be the Property of the PA**

All plans, drawings, specifications, designs, reports, other documents and software submitted by the Bidder under this Contract shall become and remain the property of the PA, and the

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Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.

### **3.7- Accounting, Inspection and Auditing**

3.7.1- The Bidder shall keep, and shall cause its Sub-bidders to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.7.2- The Bidder shall permit, and shall cause its Sub-bidders to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Bidder's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.7.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

## **4- BIDDER'S PERSONNEL**

### **4.1- Description of Personnel**

The Bidder shall employ and provide such qualified and experienced Personnel and Sub-Bidders as are required to carry out the Services.

### **4.2 Removal and/or Replacement of Personnel**

- a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.
- b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- c) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5- OBLIGATIONS OF THE PA**

### **5.1- Changes in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

## **5.2- Services and Facilities**

The PA shall make available free of charge to the Bidder the Services and Facilities as may be required by Bidder.

## **6. PAYMENTS TO THE BIDDER**

### **6.1 Security**

The bidder has to submit bid security and the performance security at the rate mention in SC.

### **6.2 Lump - Sum Payment**

The total payment due to the Bidder shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.3 Contract Price**

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

### **6.4 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price may be provided.

### **6.5 Terms and Conditions of Payment**

Payments will be made to the account of the Bidder and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Bidder of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Bidder has submitted an invoice to the PA specifying the amount due.

## **7. GOOD FAITH**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## **8.2- Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## **9- SPECIAL CONDITIONS OF CONTRACT (SC)**

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.

### **9.1 - Payment**

The payments to be made to the Bidder under this Contract in PKR. Which shall be made in accordance with the payment schedule as shall be agreed between SMML and the Bidder. SMML will effect payment within 30 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

The proposed schedule of payments is as under. This, however, is subject to change with the mutual consent of the PA and the Bidder and final milestone of payment shall be incorporated in the contract.

- a) Twenty Five (25) percent of the contract price shall be paid on the signing of the contract against submission of performance security as defined earlier;
- b) Fifty (50) percent of the lump-sum amount shall be paid upon successful deployment of the Software.
- c) Twenty (25) percent of the lump-sum after user acceptance test completion

### **9.2- Price**

The Cost and Fee structure shall be as fixed in the Contract as agreed between the parties.

### **9.3- Contract**

The contents of the formal agreement between the successful bidder and SMML will be vetted by the legal department of the SMML and will be signed by the representatives of SMML and Bidder.

### **9.4- Commencement of Services/Deployment time.**

The services are likely to be commenced within 7 days of signing of Contract and deployment of software should be completed within 8 weeks thereof.

### **9.5- Bid Security**

SMML shall require the bidders to furnish the Earnest Money @ 5% of Financial Proposal or Irrevocable Bank Guarantee acceptable to the SMML, which shall remain valid for a period of 28 days beyond the validity period for bids.

Bid Security should be attached with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SMML as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired.

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, provided the Bidder fails to sign the contract accordingly or furnish performance security.

#### **9.6– Performance Security**

Within 15 DAYS of receipt of the notification of award from SMML, the successful Bidder shall furnish to SMML the Performance Security of 10 % of Financial proposal which shall be valid for at least ninety (90) days beyond the date of completion of contract. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SMML, located in Pakistan.

Failure of the successful Bidder to comply with the requirement of signing of contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SMML may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security form at Annexure “D” shall not be completed by the Bidder at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SMML and returned to the Bidder. not later than thirty (30) days following the date of successful completion of the Bidder performance obligation under the Contract.

**Bid Form**

Dated: \_\_\_\_\_, 2015

To,  
Administration Division  
SINDH MODARABA MANAGEMENT LTD  
Head Office  
1st Floor, Imperial Court, Dr. Ziauddin Ahmed Road  
Karachi, Pakistan

Gentleman,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency \_\_\_\_\_ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide goods/work/related service], that will be in accordance with the terms defined in the proposal and /or contract.

Our firm, including any bidder for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_.

If our Bid is accepted, we will obtain the Bank Guarantee/Payorder in a sum equivalent to five percent (5%) of the Contract Price for the due performance of the Contract, in the form prescribed by SMML.

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.

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

<b>Name &amp; Address of Agent</b>	<b>Amount and Currency</b>
_____	_____
_____	_____

(If none, State none)

We understand that you are not bound to accept the lowest or any bid you may receive.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
**[Signature]**  
Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
**[In the Capacity of]**



**Bid Security Form**

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for \_\_\_\_\_.

KNOW ALL PEOPLE by these presents that WE [name of Bank] of [name of country], having our registered office at [address of SMML] (hereinafter called “\_\_\_\_\_”), are bound unto SMML (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the SMML binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 2015.

THE CONDITIONS of this obligation are:

- a. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. If the Bidder, having been notified of the acceptance of its Bid by the SMML during the period of bid validity:
  - a. fails or refuses to execute the Contract, if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

*[Signature and Seal of the Bank]*

**Performance Security Form**

To,

Administration Division  
SINDH MODARABA MANAGEMENT LTD  
Head Office  
1st Floor, Imperial Court, Dr. Ziauddin Ahmed Road  
Karachi, Pakistan

WHEREAS [name of Bidder] (hereinafter called “Bidder”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_ 2015 to \_\_\_\_\_ [details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the guarantee as required pursuant to the budding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_2015.

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**

**Integrity Pact**

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010

\_\_\_\_\_ [the Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, bidder, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

NIC No: \_\_\_\_\_

**Form of Contract**

**Annexure “E”**

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Sindh Modaraba Management Ltd, and [Supplier Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfill each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

The Effective Date of this Agreement is \_\_\_\_\_ 2015.

In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:

Trade secrets;

Financial information, including pricing;

Technical information, including research, development, procedures, algorithms, data, designs, and know-how;

Business information, including operations, planning, marketing interests, and products;

The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and

Information acquired during any facilities tours.

The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):

If it is clearly and conspicuously marked as “confidential” or with a similar designation;

If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or

If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:

Any use of Confidential Information in violation of this agreement; and/or

Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party bidder of recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:

Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or

Make copies of documents containing Confidential Information.

This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:

Was known to the Recipient before receipt from the Discloser;

Is or becomes publicly available through no fault of the Recipient;

Is independently developed by the Recipient without a breach of this Agreement;

Is disclosed by the Recipient with the Discloser's prior written approval; or

Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

**EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".**

Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.

Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.

This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

**Sindh Modaraba Management Limited**

**Company Name:**

**Registered Address:**

**Registered Address:**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

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

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