



**SHAHEED BENAZIR BHUTTO HOUSIN CELL
GOVERNMENT OF SINDH, KARACHI**

BIDDING DOCUMENT FOR

**FOR
UP GRADATION OF SOFTWARE
FOR
SHAHEED BENAZIR BHUTTO HOUSIN CELL**

24th March,2015

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SHAHEED BENAZIR BHUTTO HOUSING CELL
CHIEF MINISTER SECRETARIAT
GOVERNMENT OF SINDH



M-01, Beaumont Plaza, Behind
PIDC House, Karachi
Phone No. 9204178-9- Fax 5680117

No: SBBHC/NIT/S.W.U/ 4661/2015
Dated 19th March , 2015

TENDER NOTICE.

Sealed bid are invited for up gradation of software from reputable firms (NTN , GST & SRB registered) on single stage two envelop procedure (Comprising Technical & Financial proposal) under Rule46 (2) of SPP Rules 2010 (as amended up to 2013)

Description/Job	Bid security	Tender fee
1. Up gradation of Customize ERP Solution (Design, Development, Customization, Integration, Testing, Training & implementation) 2. One Year Maintenance and support for Cloud based customized ERP based Solution (existing and new services). 3. Integrated Solution for verification of CNIC, Biometric.	2% of the total quoted cost	Rs.2000/-

Detailed specifications of upgrading and details of existing BHC software is mentioned in the bid documents, which can be obtained from the office of Shaheed Benazir Bhutto Housing Cell M-01, Beaumont Plaza, Behind PIDC House, Karachi against non-refundable tender fee of Rs.2000/= in shape of pay order in favor of **PEOPLES HOUSING CELL** up to 15th April,2015 and also down loaded from the SPPRA website.

The bids must be delivered with tender fee in the office of Shaheed Benazir Bhutto Housing Cell M-01, Beaumont Plaza, Behind PIDC House, Karachi on 16th April,2015 at 1.00 PM along with 2% bid security of total quoted bid cost in shape of pay order in favor of **PEOPLES HOUSING CELL**.(including tender fee in case bid documents downloaded from website).

Initially the technical proposals will be opened on the same date viz 16th April,2015 at 1.30 PM in the presence of present bidders or their representatives and financial proposals of the technically qualified bidders will be opened on date and time intimating to the bidders in advance.

The procurement agency reserves the right to accept or reject any or all bids in accordance with the SPP Rules. Any query please contact to under signed on the telephone # 02219204178-9

ASSISTANT DIRECTOR (A&F)

C.c to:-

- 1/- The Director Information (Advertisement) Govt of Sindh, Karachi for publication in 03 three leading news papers i.e Sindhi,Urdu & English language.
- 2/- The Director (C.B) SPPRA, Govt of Sindh, Karachi for hoisting on SPPRA's Website
- 3/- The Manger (Capacity Building) SPPRA, Govt: of Sindh, Karachi.
- 4/- The PS to Chairman,SBBHC
- 5/- Members procurement committee _____(all)

ASSISTANT DIRECTOR (A&F)

Part-II

Instruction to bidders

Preparation of Bids

- 1. Scope** 1.1 The Shaheed Benazir Bhutto Housing Cell, Karachi intends up gradation of the existing BHC Software through Competitive Bidding Single Stage Two Envelope Procedure as per SPPRA Rules-2010 (Amended 2013).
- 2. Language of Bid** 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.
- 3. Documents Comprising the Bid** 3.1 The bid prepared by the Bidder shall comprise the following components:
 - a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
 - b) Bid security furnished in accordance with ITB Clause-9.
- 4. Bid Prices** 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

4.2 The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.

4.3 Prices quoted by the by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.

4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 5. Bid Form** 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 6. Bid Currencies** 6.1 Prices Shall be quoted in Pak Rupees.

7. Documents
- 7.1 The Bidder shall furnish, as part of its bid, documents establishing
- Establishing Bidder's Eligibility and Qualification**
- The Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- a) that, in the case of a Bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the good Manufacturer or producer to supply the goods in the Islamic Republic of Pakistan.
 - b) that the Bidder has the financial ,technical ,and production capability necessary to perform the contract;
 - c) That the Bidders meet the qualification criteria listed in the Bid Data Sheet.
8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
- 8.1 The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and Data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) the Bidder shall note that standards for workmanship, material ,and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive :till stated otherwise in Technical Specifications or Bid Data Sheet .The Bidder may substitute alternative standards, brand names , and /or catalogue numbers in its bid , provided that demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the in the Technical Specifications
9. Bid Security
- 9.1 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture The bid security shall be denominated in the currency of the of the bid:
- a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank;
 - b) be submitted in its original form: copies will not be accepted;
 - c) Remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.
- 9.2 Bid security shall release to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.

9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.

9.4 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity or
- b) in the case of a successful Bidder, if the bidder fails:
 - (i) to sign the contract in accordance or
 - (ii) to furnish performance security

10.

**Period of
Validity of
Bids**

10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.

10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor per mitted to modify its bid.

11.

**Format and
Signing of Bid**

11.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "**ORIGINAL BID**" and "**COPY OF BID**" as appropriate. In the event of any discrepancy between them, the original shall govern.

11.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unlamented printed literature, shall be initialed by the person or persons signing the bid.

11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

- 10.2 THE BIDDER'S NAMES, BID MODIFICATIONS OR WITHDRAWALS, BID prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
17. **Clarification of Bids** 17.1 During evaluation of the bids, the Procuring agency 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.
18. **Preliminary Examination** 18.1 The Procuring agency shall 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.
- 18.2 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 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.
- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
19. **Evaluation and Comparison of Bids** 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive and effective as per requirement.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
20. **Contacting the procuring agency** 20.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

Submission of Bids

12. **Sealing and Marking of Bids**
- 12.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as **“ORIGINAL BID”** and **“ONE COPY”**. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **“DO NOT OPEN BEFORE date fixed for its opening as per NIT”**
- 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid’s misplacement or premature opening.
13. **Deadline for Submission of Bids**
- 13.1 Bids must be received by the Procuring agency at the address specified in BDS, not later than the time and date specified in NIT/Bid Data Sheet.
- 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.
14. **Late Bids**
- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.
15. **Modification and Withdrawal of Bids**
- 15.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

Opening and Evaluation of Bids

16. **Opening of Bids by the Procuring agency**
- 16.1 The Procuring agency shall open all bids in the presence of bidder’s representatives who choose to attend, at the time, on the date, and at the place specified in the NIT/ Bid Data Sheet. The bidders’ representatives who are present shall sign a register/attendance sheet evidencing their attendance.

Award of contract

- 21. Post – Qualification**
- 21.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.
- 22. Award Criteria**
- 22.1 The Procuring agency 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.
- 23. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 23.1 Subject to relevant provisions of SPP Rules 2010 (Amended 2013), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.
- 23.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract.
- 24. Notification of Award**
- 24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- 24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

25. **Signing of Contract**
- 25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
26. **Performance Security**
- 26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
27. **Corrupt or Fraudulent Practices**
- 27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:

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

(i) **“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;

(ii) **“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 procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“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;

(iv) **“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;

b) **“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.

Part - III
General Conditions of Contract

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) **“The Contract”** means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) **“The Goods”** means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) **“GCC”** mean the General Conditions of Contract contained in this section.
 - (f) **“SCC”** means the Special Conditions of Contract.
 - (g) **“The Procuring agency”** means the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
 - (h) **“The Supplier”** means the individual or firm supplying the Goods and Services under this Contract.
 - (i) **“SPP Rules 2010”** means the Sindh Public Procurement Rules 2010 (Amended 2013).
 - (j) **“Day”** means calendar day.
- 2. Standards**
- The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 3. 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 Islamic Republic of Pakistan.
- 4. Performance Security**
- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

- 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

5 Inspections and Tests

- 5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.
- 5.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6. 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. 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.

7. Delivery and Documents

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

8. Insurance

The Goods supplied under the Contract shall be delivered consignee's end under which risk is transferred to the Procuring agency after having been delivered; hence insurance coverage is Supplier's responsibility.

- 9. Transportation** The Supplier is required under the Contract to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
- 10. Incidental Services**
- 10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- 12. Warranty**
- 12.1 The Supplier warrants that the Goods supplied under the Contract are as per requirement which mentioned in scope of work.
- 12.2 This warranty shall remain valid as per BOQ (6 months) after the installation of Goods/ services, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 12.3 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
- 13. Payment**
- 13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 13.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfillment of other obligations stipulated in the Contract.
- 13.3 Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- 13.4 The currency of payment is Pak. Rupees.
- 14. Prices**
- Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,

15. Contract Amendments

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

16. Delays in the Supplier's Performance

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

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

16.2 Except as provided under GCC Clause 17 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

17. Liquidated Damages

Subject to GCC Clause 20, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.

18. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; 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.

19. Force Majeure

19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, 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.

19.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 20. Resolution of Disputes** Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.
- 21. Governing Language** The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 22. Applicable Law** The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2013).
- 24. Taxes and Duties** Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.
- 25. Overriding effect of Sindh Public Procurement Rules 2010 (Amended 2013)** In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2013) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents

Part-IV

Bid Data Sheet

The following specific data for “*Supply of & design of Software Items for Shaheed Benazir Bhutto Housing Cell*” to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1	Name of Procuring Agency: SHAHEED BENAZIR BHUTTO HOUSIN CELL GOVERNMENT OF SINDH, KARACHI
ITB 1	Name of Contract. “Up gradation of existing BHC software for Shaheed Benazir Bhutto Housing Cell
Bid Price and Currency	
ITB 4	Prices quoted by the Bidder shall be “fixed” and in” Pak Rupees”
Preparation and Submission of Bids	
ITB 7	Selection Criteria / Responsiveness Criteria: <ol style="list-style-type: none">1. Bidder should be a Pakistani individual, firm Company OR a branch office of a Multinational Corporation.2. Having local presence in Sindh province3. Comply with specifications mentioned in this bid documents.4. Bidder should have at least 01 project references covering all solution areas Bid should be accompanied with client list.5. Bidder should propose all equipment/items strictly compliant with technical specification; no optional item will be accepted.6. All the proposed products should be well known, well reputed brands and widely used for its quality, performance and reliability.7. The proposed product parts should be easily available in the market.8. All proposed items must have at least 12 months warranty.9. Bidder should have completed at least 01 projects of similar nature satisfactory.10. Bidder must submit Manufacturer / Principle’s authorization letter verifiable on the name of bidder allowing them to participate in the tender, bids will be rejected if bidder fails to provide Manufacture / Principles authorization letter for part or solution offered in the bid. Grey or first copy of items / products shall not acceptable.11. The bidder must have at least 03 years of experience in the I.T industry and scale of the organization must have at least 10 plus manpower and at least 8 skilled manpower with valid certifications relevant to item no. 4,5,6 and 7 of BOQ for solution implementation certifications must be attached)12. Latest Income Tax Certificate (NTN).13. Valid GST Registration Certificate.14. SRB’s Registration certificate
ITB 9	Amount of bid security. 2% of Bid
ITB 10	Bid validity period. 25 days
ITB 11	Number of copies. One original One copy
ITB 12	Amount of Performance Guarantee of @ 5 % of Bid successful Bidder
ITB 13	Deadline for bid submission. 04-12-2014 at 1.00 PM
ITB 19.1	Bid Evaluation: Lowest evaluated bid

Part-V
Special Conditions of Contract

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

- 1. Definitions (GCC Clause 1)**
GCC 1 (g)—The Procuring Agency is: Office of Shaheed Benazir Bhutto Housing Cell Government of Sindh Karachi.
- 2. Performance Security (GCC Clause 4)**
GCC 4—the amount of performance security, as a percentage of the Contract Price, shall be: 10%.
- 3. Inspections and Tests (GCC Clause 5)**
Representative of Procuring Agency or his nominee shall inspect the procured good and ensure that it meets the tender specifications before its acceptance (where applicable)
- 4. Delivery and Documents (GCC Clause 7)**
GCC 10—Supplier shall supply and install the good within Four Weeks after signing the contract and shall submit the following.
 - (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
 - (ii) Packing List identifying the contents of Supply;
 - (iii) Delivery note.
 - (iv) Warranty and guarantee certificate;
- 5. Warranty (GCC Clause 12)**
The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto
- 6. Payment (GCC Clause 13)**
Hundred percent (100%) of the Contract Price shall be paid upon delivery, and satisfactory Installation, integration and testing of the products at the subject to the production of installation and Operational Acceptance certificates duly signed by authorized Representative of the procurement agency.
- 7. Liquidated Damages (GCC Clause 18)**
If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.07 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.
- 8. Resolution of Disputes (GCC Clause 21)**
In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPP Rules 2010) Amended 2013
- 9. Applicable Law (GCC Clause 23)**
GCC 29.1 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

Part-VI

SCHEDULE OF REQUIREMENTS

The delivery schedule hereafter expressed the date of delivery required.

Description/Job	Assignment completion period after Award/signing of contract agreement	Location
<ol style="list-style-type: none">1. Up gradation of Customize ERP Solution (Design, Development, Customization, Integration, Testing, Training & implementation)2. One Year Maintenance and support for Cloud based customized ERP based Solution (existing and new services).3. Integrated Solution for verification of CNIC, Biometric.	60 days	Karachi

Note: Specifications of above items are attached.

Part-VII

SAMPLE FORMS

Form-I

Letter of Acceptance

Date: _____

To:

Shaheed Benazir Bhutto Housin Cell
Government of sindh,
Karachi.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item 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 obtain the guarantee of a bank in a sum equivalent to Five (5) percent of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 15 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2015 _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Contract Form

THIS AGREEMENT made the _____ day of _____, 20____ between *SHAHEED BENAZIR BHUTTO HOUSING CELL, GOVERNMENT OF SINDH, KARACHI*. (hereinafter called "the Procuring agency") of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., up gradation of existing software of for operation of IT operations of Shaheed Benazir Bhutto Housing Cell , Government o f sindh, Karachi. And has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (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 Technical Specifications.
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Performance Security Form

To:

SHAHEED BENAZIR BHUTTO HOUSING CELL
GOVERNMENT OF SINDH,
KARACHI.

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 2014_____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Authorization Certificate

To:
SHAHEED BENAZIR BHUTTO HOUSING CELL
GOVERNMENT OF SINDH,
KARACHI.

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers/
Distributor of *[name and/or description of the goods]* do hereby authorize *[name and address of Agent]*
to submit a bid, and subsequently sign the Contract with you against NIT No. *[reference of the*
Invitation to Bid] for the above goods manufactured/ Provided by us.

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions
of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer/ Distributor]

Note: This letter of authority should be on the letterhead of the Manufacturer or Distributor
and should be signed by a person competent. It should be included by the Bidder in
its bid.

PART-VIII TECHNICAL SPECIFICATION

1.1 SCOPE OF WORK

Introduction

Shaheed Benazir Bhutto Housing Cell has implemented Customized ERP based Integrated Information Solution in the year 2013 as preliminary project. SBBHC has also more than 20+ Districts / CSO, 3 Regional Assistant Engineers through-out Sindh including SBBHC H.O Karachi simultaneously connected.

Sealed Bids in two parts, Part 1: Eligibility & Technical Bid and Part 2: Financial Bid, valid for a period of 60 days from the last date of submission of bids, is invited from Implementation Partners with proven capabilities for followings:

S.No.	Jobs
01	Up gradation of Customize ERP Solution (Design, Development, Customization, Integration, Testing, Training & Implementation)
02	One Year Maintenance and support for Cloud based customized ERP based Solution (existing and new services)
03	Integrated Solution for verification of CNIC, Biometric

1.2 Existing Software Details

SBBHC has implemented SQL based customized ERP application to automate all major functional areas including all the offices of the operation with the objective to capture all transaction at the source of generation and to optimize the functional processes. The application runs on centralized cloud based Servers and all offices transact through the terminals SBBHC H.O, District/ CSO & Regional offices on-line and real-time basis. All the processing and data updating are done at the Core Database, functional areas are as module wise.

- 1.2.1. Registration Module: This module used to create / edit / verify and management of database and reporting forms for Beneficiaries and CSOs.
- 1.2.2. Product / Services Module: This module used to create / edit / verify and management of database and reporting forms for Houses (single or multitype) and its related services.
- 1.2.3. Survey / Verification Module: This module used to create / edit / verify and management of database and reporting forms for Site survey, location and verification and its related services.
- 1.2.4. Installment Stages / Process Module: This module used to create / edit / verify and management of database and reporting forms for Construction Levels of houses and installment stages proposed automatically or manually.
- 1.2.5. Payment / Funding Module: This module used to create / edit / verify and management of database and reporting forms for Process of bills regarding work to be done and further payment/ funding process automatically or manually.
- 1.2.6. Services: Web Site / Hosting or parking (Domain Inquiring, DNS Resolution, space for data base, management)
- 1.2.7. SQL web interference services (Oracle SQL Database online platform)antivirus,SQL Database connectivity (SQL Web based service and connectivity, Anti-Virus web based online data check services.)

1.3 Up gradation of Customize ERP Solution (Design, Development, Customization, Integration, Testing, Training & Implementation)

Module	Description	Upgrade
Registration Module	Create / edit / verify and management of database and reporting forms for Beneficiaries and CSOs.	<ul style="list-style-type: none"> • Expansion / Modification in database • Expansion / Modification in Forms • Customization in Beneficiaries Management system • Customization in CSO Management system • Modification in Access control • Responsive modification in logic design • Addition in database system for regional necessary fields • Implementation/ testing and training
Product / Services Module	Create / edit / verify and management of database and reporting forms for Houses (single or multitype) and its related services.	<ul style="list-style-type: none"> • Expansion / Modification in database • Expansion / Modification in Forms • Customization in Product/ Services Management system • Customization in Product/ Services reporting • Responsive modification in logic design • Addition in database system for regional necessary fields • Modification in CORE database for expansion • Implementation/ testing and training
Survey / Verification Module	Create / edit / verify and management of database and reporting forms for Site survey, location and verification and its related services.	<ul style="list-style-type: none"> • Expansion / Modification in database • Expansion / Modification in Forms • Customization in Survey / Verification system • Customization in Survey / Verification system reporting • Responsive modification in logic design • Addition in database system for regional necessary fields • Modification in CORE database for expansion • Designing of new forms • Implementation/ testing and training
Installation Stages / Process Module	Create / edit / verify and management of database and reporting forms for Construction Levels of houses and installment stages proposed automatically or manually.	<ul style="list-style-type: none"> • Expansion / Modification in database • Expansion / Modification in Forms • Customization in Installment Stages / Systems • Customization in Installment Stages / Systems reporting

		<ul style="list-style-type: none"> • Responsive modification in logic design • Addition in database system for regional necessary fields • Modification in CORE database for expansion • Designing of new forms • Implementation/ testing and training
Payment / Funding Module	create / edit / verify and management of database and reporting forms for Process of bills regarding work to be done and further payment/ funding process automatically or manually.	<ul style="list-style-type: none"> • Expansion / Modification in database • Expansion / Modification in Forms • Customization in Payment / Funding systems • Customization in Payment / Funding systems reporting • Responsive modification in logic design • Addition in database system for regional necessary fields • Modification in CORE database for expansion • Designing of new forms • Designing of new reporting • Modification in logic design of payment system • Implementation/ testing and training
Progress		<ul style="list-style-type: none"> • Progress reporting District/ CSO wise • Progress reporting Project wise • Progress reporting nomination wise
Services	Web Site / Hosting or parking (Domain Inquiring, DNS Resolution, space for data base management) SQL web interference services (Oracle SQL Database online platform)	<ul style="list-style-type: none"> • Dedicated web server • Cloud based integration • Migration of databases • Database merging
02	One Year Maintenance and support for Cloud based customized ERP based Solution (existing and new services)	
03	Integrated Solution for verification of CNIC, Biometric	

The modules mentioned above are either standard Oracle Apps modules or Customized modules developed by the implementation partner as per requirement of SBBHC. All these modules consist of both the standard oracle processes as well customized processes developed by the implementation vendor as per requirements of SBBHC. The extent of customization of each module depends on the requirement and varies from fully customized Beneficiary generation to Certification of completion.

FINANCIAL PROPOSAL/RATES QUOTATION

(This may be sealed in envelop marked as financial proposals/bid along with bid security in shape of pay order) as mentioned in the NIT.

S #	Description/Job	Quantity	Rate including all Taxes
1	Up gradation of Customize ERP Solution (Design, Development, Customization, Integration, Testing, Training & implementation)	01 Job	
2.	One Year Maintenance and support for Cloud based customized ERP based Solution (existing and new services).	01 Job	
3.	Integrated Solution for verification of CNIC, Biometric.	01 Job	
Total			

Total Bid amount in words: _____

Total Bid of amount in figure: _____

Name & Signature

Bidder _____

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices Delivered at Shaheed Benazir Bhutto Housing Cell Karachi should include the price of incidental services. No separate payment shall be claimed for the incidental services.
- (iii) All the Government taxes will be deducted from the bill/invoice amount as per policy

**SIGNATURE
& SEAL OF BIDDER**