



**DIRECTORATE OF HUMAN RIGHTS
GOVERNMENT OF SINDH**

BIDDING DOCUMENT

FOR

Printing, Publication, and Advertisement
Establishment of Human Rights Complaint Cell

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Part I
Notice Inviting Tenders



TENDER NOTICE 2014-15

Directorate of Human Rights, Government of Sindh, invites sealed bids from eligible bidders for printing, publication, and advertisement in pursuance of ADP No. 1316 (Establishment of Human Rights Complaint Cell), ADP No.1317 (Free Legal Aid Center @ District Level) and ADP No.1318 (Series of Awareness Campaign) in order to create awareness and promotion of Human Rights in Sindh. The bidding process shall be undertaken as Single Stage-Two Envelop in terms of Rule-46(2) of SPP Rules, 2010.

A complete set of tender documents can be purchased from the office of Director, Directorate of Human Rights, Government of Sindh, Mezzanine Floor 1, Fayaz Centre, 3-A SMCHS Saarah-e-Faisal, Karachi, at Rs.1000/- from the date of publication of this notice up to 04th May, 2015 from 09:00 A.M to 01:00 P.M. the bids will be received on 04th May, 2015 at 03:00 P.M and same will be opened will be opened on day of closing of submission of bidding documents at 04:00 P.M in presence of bidders or their authorized representatives.

TERMS/CONDITIONS:

1. Information regarding NIT and tender documents can be obtained from SPPRA website i.e. www.pprasindh.gov.pk. Any amendment in schedule of obtaining / submission/ opening of bids will be communicated to the bidders in advance and notice of such change will be posted on SPPRA's website.
2. Technical & Financial bids shall be submitted in separate envelopes along with bid security of 2.5% of bid quoted in shape of pay order /demand draft form any scheduled bank in favour of Director, Directorate of Human Rights, Government of Sindh, must be attached with financial bids signed by the authorized person or firm.
3. All bids shall include Government taxes, as applicable under Government's policy.
4. Rates offered by the bidder shall be valid till the end stage.
5. Bids must be in Pak Rupees. Any condition bids or bids received beyond the above mentioned schedule will not be entertained.
6. The procuring agency reserves the right to reject all or any bid as per relevant provisions of SPP Rules, 2010. In addition, procuring agency may cancel any or all bids in accordance with Rule-25(1) of SPP Rules, 2010.
7. In case of public holiday or any unfavourable circumstances on the date of submission/ opening, then the bids will be received and opened on next working day as per schedule mentioned above.
8. Other terms & conditions can be perused in tender documents available in the above mentioned office as well as on SPPRA's website.

DIRECTOR
DIRECTORATE OF HUMAN RIGHTS

TENDER DOCUMENTS FOR
Printing, Publication & Advertisement

TERMS AND CONDITIONS

1. Tenderers should formally confirm their acceptance of the terms and conditions set out herein after
2. Conditional tenders will not be accepted.
3. The total bid as well as the rate of items must be filled both in FIGURES and WORDS and in case any correction is made by the contractor himself, then each correction must be initiated by the contractor.
4. Rates offered by the bidder shall be valid till the end stage.
5. Technical & Financial bids shall be submitted in separate envelopes along with bid security of 2.5% of bid quoted in shape of pay order /demand draft from any scheduled bank in favour of Director, Directorate of Human Rights, Government of Sindh, must be attached with financial bids signed by the authorized person or firm.
6. The Procurement Committee shall awarding the agency after the considering all short listed proposals in detailed.
7. The successful tenderers shall deposit security in the form of pay order/demand draft in favour of Director, Directorate of Human Rights at the value 10% of the contract amount.
8. If the work is not completed in accordance with the delivery period given in the purchase order the Directorate shall be at liberty to get completed the same from elsewhere at the expense of the supplier without any notice.
9. The supplier will not transfer or assign directly or indirectly to any person or person what so ever any portion of the contracted work without the prior consent of the Directorate, sub-letting shall be prohibited.
10. The supplier shall pay all such expenses, costs, charges, taxes, duties and / or levies as may be payable for completing the required work.
11. The Procurement Committee may reject all bids or proposals, at any time prior to the acceptance of a bid or proposal subject to the relevant provision of Sindh PPRA rules.
12. Any dispute or difference relating to this contract shall be settled by a sole arbitrator to be mutually nominated, in accordance with the provisions of the Arbitration Act 1940.

Issued to Mr. / M/S _____
_____ on _____

(DIRECTOR)
DIRECTORATE OF HUMAN RIGHTS
KARACHI

Part-II

Instruction to bidders

Preparation of Bids

- 1. Scope**
 - 1.1 Directorate of Human Rights Department, Government of Sindh intend to invite bidders for printing, publication and advertisement for establishment of Human Rights Complaint Cell (Free Legal Aid Centre) at district level through National Competitive Bidding Single Stage two Envelope Procedure as per SPP 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 for the incidental services.
 - 4.3 Prices quoted 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 Establishing Bidder's Eligibility and Qualification** 7.1 the Bidder shall furnish, as part of its bid, documents establishing 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 goods' 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 Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents** 8.1 The documentary 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 Specifications, 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 it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated 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 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 be released 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 suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted 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 unamended 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.

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 04.05.2015 at 04.00 PM**"
- 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 the 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 as extended.
- 14. Late Bids**
- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed 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 bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.

16.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence 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 total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. A 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.

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 the 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 decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

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 evaluated 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 Clause 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 make a similar determination of that Bidder's capabilities 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 thereunder:

- (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