

SZABUL/TD/15/02

COPY NO. \_\_\_\_\_



**SHAHEED ZULFIQAR ALI BHUTTO,  
UNIVERSITY OF LAW,  
CLIFTON, KARACHI**

**TENDER DOCUMENT**

**PFIP Plant of 80 KVAR – Load 141 KW**

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## DEFINITIONS

**"Bid"** means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SZABUL.

**"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, consultant 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 consultant provides, or could provide, or could be perceived as providing biased professional advice to SZABUL 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, consultant or service provider that conflicts with his role or relationship with the SZABUL under the contract;
- (iv) where an official of the SZABUL 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;

**"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;



**"Consulting Services"** means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and program implementation;

**"Contract"** means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

**"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;

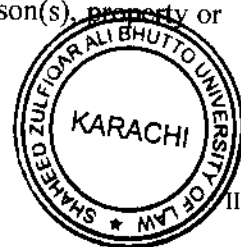
**"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SZABUL to establish prices at artificial, noncompetitive levels for any wrongful gain;

**"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;

**“Government”** means the Government of Sindh;

**“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 there under or any other law in respect thereof, or relating to, public procurement;

**“Notice Inviting Tender”** means the notice issued by a SZABUL 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;

**“SZABUL”** means the Shaheed Zulfiqar Ali Bhutto, University of Law, Clifton, Karachi;

**“Services”** means any object of procurement other than goods or works, and includes consultancy services;

**“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 SZABUL’s requirements.



## 1. INVITATION FOR BIDS (IFB)

Shaheed Zulfiqar Ali Bhutto, University of Law (SZABUL) invites proposal from reputed vendors for PFIP Plant of 80 KVAR – Load 141 KW. Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 issued there under (“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:

- Instruction to Bidders (ITB)
- Eligibility Criteria
- Scope of Work / Technical Proposal
- Financial Proposal
- Conditions of Contract

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Registrar  
Shaheed Zulfiqar Ali Bhutto,  
University Of Law, Clifton, Karachi  
Chaudhry Khaliq-uz-Zaman Road,  
Near Lilly Bridge, Clifton,  
Karachi, Pakistan.



## **2. INSTRUCTION TO BIDDERS (ITB)**

### **2.1 Correspondence Address**

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

Syed Sharaf Ali Shah  
Registrar  
Shaheed Zulfiqar Ali Bhutto,  
University Of Law, Clifton, Karachi  
Chaudhry Khaliq-uz-Zaman Road,  
Near Lilly Bridge, Clifton,  
Karachi, Pakistan.

### **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.

### **2.3 Corrupt Practice**

1. SZABUL 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.
2. SZABUL will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt 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.

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

The bidder shall bear all costs associated with the preparation and submission of its bid and SZABUL 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 SZABUL must be written in English.

#### **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. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of SZABUL will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.



#### **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 SZABUL. 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.

#### **2.4.7 Bid Security**

The SZABUL shall require the bidders to furnish the Earnest Money @ 2% of Bidding Cost or Irrevocable Bank Guarantee acceptable to the SZABUL, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SZABUL reasonable time to act, if the security is to be called.

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 SZABUL 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, 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 SZABUL;

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

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.

### **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.

#### **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 SZABUL at the address specified under ITB Section [2.1] within office hours.





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

SZABUL 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 SZABUL 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;
- If the SZABUL is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended.

### **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 SZABUL 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.

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 SZABUL after the deadline for submission of bids prescribed by SZABUL pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. 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 SZABUL 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. SZABUL may cancel the bidding process at any time prior to the acceptance of a bid or proposal;
2. SZABUL shall incur no liability towards the bidders,
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;
4. SZABUL 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.

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

SZABUL has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings.

Any bidder being aggrieved by any act or decision of the SZABUL during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced.

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied;



1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;
2. annul in whole or in part, any unauthorized act or decision of the procurement committee; 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.

SZABUL 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 SZABUL.

SZABUL shall award the contract only after the decision of the complaint redressal committee

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings.



## 2.6 Opening and Evaluation of Bids

### 2.6.1 Opening of Bids by SZABUL

The opening of bids shall be as per the procedure set down in Section 2.4.1 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, SZABUL 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.

### 2.6.3 Preliminary Examination

SZABUL 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. SZABUL 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 SZABUL.

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

### 2.6.4 Supplier Eligibility Criteria

All bids shall be evaluated in accordance with the eligibility criteria. SZABUL will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

### 2.6.5 Eligibility Criteria

SZABUL shall evaluate proposals using the following eligibility criteria.

S#	Description	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1.	Firm's Status	20		Public/Private Ltd.	NTN Certificate/Letter of Incorporation / Company Registration Letter / Certificate of Registration from Registrar of Firm is required to be enclosed	Annexure "A"
		15		Partnership Firm		
		10		Proprietorship		
2.	Years in business in the requisite field	20		10 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "B"
		15		5 years and above		
		10		2 years and above		
3.	Institutions on Cliental List	25		10 and above	Letters to be attached duly issued from each concerned Institution	Annexure "C"
		20		7 and above		
		15		3 and above		
4.	Average turnover in last 3 years	20		On an average of 100 M and above per year	Audit Report or Tax Return of Last 3 years	Annexure "D"
		10		On an average of 50 M and above per year		
6	Own Testing and Inspection Facility	15		Yes	Attach Brief Detail	Annexure "F"
	<b>Total Marks</b>	<b>100</b>			<b>Qualified / Disqualified</b>	

NOTE:

1. The company will be considered disqualified from the very outset, if not GST registered (Certificate to be attached)



2. Attachment of relevant evidence in each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.

3. Acquiring of 70% marks of the total score will make the Bidder qualify for participating into inspection phase. Qualifier of inspection phase (on site visit of the factory) will only be allowed to participate in the financial bid opening phase. During the on-site inspection, the SZABUL's nominated team will evaluate the bidding firm utilizing the Performa attached as Annexure H.

**DISQUALIFICATION:**

- 1 The bidder will be considered disqualified during evaluation process:-
  - a) On black list of SPPRA and SZABUL

**2.6.6 Discussion Prior to Evaluation:**

If required, prior to evaluation of the Technical Proposal and Financial Proposal, SZABUL may, within 03 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.



## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

Subject to ITB Section [2.7.2], SZABUL 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 SZABUL's Right to Accept Any Bid and to reject any or all Bids**

SZABUL 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, SZABUL 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], SZABUL 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 03 Days from the date of notification of the award the successful bidder shall furnish to SZABUL particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at City Campus SZABUL, Karachi, within 03 Days of award of contract.

### **2.7.5 Performance Security**

Within 03 DAYS of receipt of the notification of award from SZABUL, the successful Bidder shall furnish to SZABUL the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period. The Performance Security shall be in the form of a pay order or demand draft or SZABUL guarantee issued by a reputable commercial SZABUL, acceptable to SZABUL, located in Pakistan.

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 SZABUL 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 SZABUL 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 [5.1] of this TD.

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

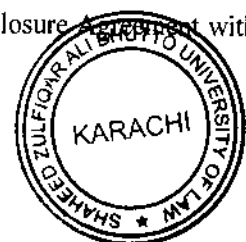
For detailed Special Condition of Contract refer to Section [5.2] of this TD.

### **2.7.8 Integrity Pact**

The successful bidder shall upon the award of the contract execute an Integrity Pact with SZABUL.

### **2.7.9 Non Disclosure Agreement**

The successful bidder shall upon the award of the contract execute a Non Disclosure Agreement with SZABUL.



### 3. SCOPE OF WORK / TECHNICAL SPECIFICATION

Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi. (SZABUL) requires Supply and Installation of PFIP Plant of 80 KVAR – Load 141 KW;

The technical specification is given as follow:

#### TECHNICAL SPECIFICATIONS

#### SPECIFICATION OF PFIP Plant of 80 KVAR – Load 141 KW

S.NO	DESCRIPTION			QTY.
1	PFIP Plant of 80 KVAR – Load 141 KW. The PFIP will be indoor type, floor mounted, fabricated out of 1.5/2mm, thick sheet steel and powder coated to RAL-7032.			01
2	The components required are as follows:			
	S.No	Description	Make/Origin	Qty
	01	RF Relay 6 Stage	NOKIAN	01
	02	Power Capacitor 25KVA@415V	NOKIAN	02
	03	Power Capacitor 2.5KVA @415V	NOKIAN	03
	04	TP Contractor for 25 KVA	SCHNIEDER	02
	05	TP Contractor for 12.5 KVA	SCHNIEDER	03
	06	HRC Fuse with Base 63/160A	SCHNIEDER	06
	07	HRC Fuse with Base 32/160A	DF	09
	08	HOA Switch	K&N	05
	09	ON/OFF Push Button Set	TELMECANIQUE	05
	10	ON/OFF Indication Lamp Set	LED TYPE	05
	11	Control Fuse with Base	HAGER	03
	12	SP MCB 6A	-	01
	13	Exhaust Fan with Louver	-	01
	TOTAL AMOUNT IN RS.			

#### Note

- If the company qualifies the eligibility criteria than it will be required to produce the equipment along with all relevant brochure/verification of the above specifications. The site inspection phase will be checked as per the performance attached as Annexure H.
- Firms qualifying the factory inspection stage will only be called upon to participate in next step of financial bidding.



#### 4. FINANCIAL PROPOSAL

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

#### Price Schedule

#### SPECIFICATION OF PFIP Plant of 80 KVAR – Load 141 KW

S.NO	DESCRIPTION	QTY.	Price																																																								
1	PFIP Plant of 80 KVAR – Load 141 KW. The PFIP will be indoor type, floor mounted, fabricated out of 1.5/2mm, thick sheet steel and powder coated to RAL-7032.	01																																																									
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	<table><tr><th>S.No</th><th>Description</th><th>Make/Origin</th><th>Qty</th></tr><tr><td>01</td><td>RF Relay 6 Stage</td><td>NOKIAN</td><td>01</td></tr><tr><td>02</td><td>Power Capacitor 25KVar@415V</td><td>NOKIAN</td><td>02</td></tr><tr><td>03</td><td>Power Capacitor 2.5KVar @415V</td><td>NOKIAN</td><td>03</td></tr><tr><td>04</td><td>TP Contractor for 25 KVar</td><td>SCHNIEDER</td><td>02</td></tr><tr><td>05</td><td>TP Contractor for 12.5 KVar</td><td>SCHNIEDER</td><td>03</td></tr><tr><td>06</td><td>HRC Fuse with Base 63/160A</td><td>SCHNIEDER</td><td>06</td></tr><tr><td>07</td><td>HRC Fuse with Base 32/160A</td><td>DF</td><td>09</td></tr><tr><td>08</td><td>HOA Switch</td><td>K&amp;N</td><td>05</td></tr><tr><td>09</td><td>ON/OFF Push Button Set</td><td>TELMECANIQUE</td><td>05</td></tr><tr><td>10</td><td>ON/OFF Indication Lamp Set</td><td>LED TYPE</td><td>05</td></tr><tr><td>11</td><td>Control Fuse with Base</td><td>HAGER</td><td>03</td></tr><tr><td>12</td><td>SP MCB 6A</td><td>-</td><td>01</td></tr><tr><td>13</td><td>Exhaust Fan with Louver</td><td>-</td><td>01</td></tr></table>	S.No	Description	Make/Origin	Qty	01	RF Relay 6 Stage	NOKIAN	01	02	Power Capacitor 25KVar@415V	NOKIAN	02	03	Power Capacitor 2.5KVar @415V	NOKIAN	03	04	TP Contractor for 25 KVar	SCHNIEDER	02	05	TP Contractor for 12.5 KVar	SCHNIEDER	03	06	HRC Fuse with Base 63/160A	SCHNIEDER	06	07	HRC Fuse with Base 32/160A	DF	09	08	HOA Switch	K&N	05	09	ON/OFF Push Button Set	TELMECANIQUE	05	10	ON/OFF Indication Lamp Set	LED TYPE	05	11	Control Fuse with Base	HAGER	03	12	SP MCB 6A	-	01	13	Exhaust Fan with Louver	-	01		
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04	TP Contractor for 25 KVar	SCHNIEDER	02																																																								
05	TP Contractor for 12.5 KVar	SCHNIEDER	03																																																								
06	HRC Fuse with Base 63/160A	SCHNIEDER	06																																																								
07	HRC Fuse with Base 32/160A	DF	09																																																								
08	HOA Switch	K&N	05																																																								
09	ON/OFF Push Button Set	TELMECANIQUE	05																																																								
10	ON/OFF Indication Lamp Set	LED TYPE	05																																																								
11	Control Fuse with Base	HAGER	03																																																								
12	SP MCB 6A	-	01																																																								
13	Exhaust Fan with Louver	-	01																																																								
TOTAL AMOUNT IN RS.																																																											

#### Note

- 1.The total cost must includes all taxes, duties and other charges as mentioned in the description column, Stamp duty (as applicable under Stamp Act 1989), delivery charges up to Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi.
2. Warranty of PFIP Equipment should be 5years.
3. No advance payment for supply of equipment will be made; bills are only being processed for necessary payment on receipt of certificate of delivery/satisfaction.
4. Calculation of Bid Security 2% of the Total Amount of the Financial Proposal will be submitted along with tender as Bid Security
5. In case it is revealed at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deem necessary by the procurement committee.
6. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, noncompliance of the same will result into initiation of a case against the company for non-commitment or cancellation of tender as will be decided by the Procurement Committee.
7. 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.



8. A fine of Rs 5,000/- per day will be fined incase of failure to supply and install the equipment etc after 07 days of the issuance of the prior notice.
9. All conditions in the contract agreement attached as Annexure G are part of this tender document.
10. 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.





## 5 Contracts

### 5.1 Conditions of Contract

#### 5.1.1 Definitions

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

“Procuring Agency” or “PA” means SZABUL Contractor.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

#### 5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

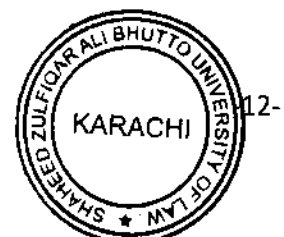
#### 5.1.3 Notice

- 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 SC.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

#### 5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SZABUL or the Supplier may be taken or executed by the officials.



### **5.1.5 Taxes and Duties**

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

### **5.1.6 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.

### **5.1.7 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **5.1.8 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.

### **5.1.9 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.

#### **5.1.9.1 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.

#### **5.1.9.2 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.

### **5.1.10 Termination**

#### **5.1.10.1 Termination by SZABUL**

The SZABUL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the SZABUL shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Supplier 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 SZABUL may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SZABUL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the SZABUL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract

#### **5.1.10.2 Termination by the Supplier**

The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the SZABUL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 5.1.10.2



- a. If the SZABUL fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the services for a period of not less than 60 days.

#### **5.1.10.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the SZABUL shall make the following payments to the Supplier:

- a) Payment 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 5.1.10.1, 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.

#### **5.1.11 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.

#### **5.1.12 Settlement of Disputes**

##### **5.1.12.1 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.

##### **5.1.12.2 Arbitration**

If the SZABUL and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

#### **5.1.13 Data Ownership**

The data in the implemented Computer System shall at all times remain the exclusive property of SZABUL. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SZABUL upon successful commissioning of the Computer System and should not be available to any other party including the employees of the supplier.

#### **5.1.14 Obligations of the Supplier**

The Supplier 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 Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SZABUL, and shall at all times support and safeguard the SZABUL legitimate interests in any dealings with Sub Suppliers or third Parties.

##### **5.1.14.1 Conflict of Interest**

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



#### **5.1.14.2 Confidentiality**

Except with the prior written consent of the SZABUL, the Supplier 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 Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services

### **5.2 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.

#### **5.2.1 Performance Security**

The amount of performance security shall be one (1 %) percent of the Contract Price.

#### **5.2.2 Payment**

The payment to be made to the Supplier under this Contract shall be made in accordance with the payment schedule as shall be agreed between SZABUL and the Supplier.

- a. All advance payment will be made against valid SZABUL guarantee(s)
- b. SZABUL will effect payment within 30 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

#### **5.2.3 Price**

Schedule of prices shall be as fixed in the contract.



## ANNEXURE 'A'

### 6. BID FORM

[IT SHOULD BE SPECIFIC TO EACH CONTRACT AND WILL HAVE TO BE TAILORED SEPARTELY FOR EACH TENDER DOCUMENT]

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

To,  
Registrar  
Shaheed Zulfiqar Ali Bhutto,  
University Of Law, Clifton,  
Karachi.  
Chaudhry Khaliq-Uz-Zaman Road,  
Near Lilly Bridge, Clifton,  
Karachi.  
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 firms, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_.

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

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:

Name & Address of Agent	Amount and Currency
_____	_____
_____	_____

(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 \_\_\_\_\_ 2014.

\_\_\_\_\_  
[Signature]

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

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



### 7. BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the supply and installation of PFIP Plant of 80 KVAR – Load 141 KW.

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SZABUL 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 SZABUL not later than the above date.

[Signature and Seal of the SZABUL]



**8. Performance Security System**

To,

To,  
Registrar  
Shaheed Zulfiqar Ali Bhutto,  
University Of Law, Clifton,  
Karachi.  
Chaudhry Khaliq-Uz-Zaman Road,  
Near Lilly Bridge, Clifton,  
Karachi.

WHEREAS [name of Supplier] (hereinafter called "Supplier" or "Contractor") 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 Supplier / Contractor guarantee as required pursuant to the bidding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier / Contractor, 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 / Contractor 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**



## ANNEXURE 'D'

### 9. INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Shaheed Zulfiqar Ali Bhutto University of Law. 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, consultant, 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: \_\_\_\_\_





## ANNEXURE 'E'

### **10. Schedule of Opening & Submission of Bid**

The Tender bids complete in all respects must reach the office of Registrar of Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi on or before 17-07-2015 to 14:30 hours. The bids shall be opened on 17-07-2015 at 15:00 hours.



## 11. Form of Contract

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi., 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:

1. The Effective Date of this Agreement is \_\_\_\_\_ 2015.
2. 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 secret;
- Financial information, including pricing;
- Technical information including research, development, procedures, algorithms, data designs and know-how;
- Business information, including operation, planning, marketing, interests, and products;
- The term of any agreement entered into between the parties and the discussions, negotiations and proposals related thereto; and
- Information acquired during any facilities tours

3. 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.
4. 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 contractors 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.



5. 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.

6. 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.

7. 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".

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.



13. 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.

Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi

Company Name:

Registered Address:

Registered Address:

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

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

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

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

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

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

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

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



## 12. Contract Agreement

## ANNEXURE 'G'

### CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Karachi  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014  
**BETWEEN**

M/S. XYZ, having its principal place of business at \_\_\_\_\_,  
(hereinafter referred to as "Supplier", which expression shall be deemed to mean and include its  
successors-in-interest and assigns) of the First Part;

### **AND**

SHAHEED ZULFIQAR ALI BHUTTO UNIVERSITY OF LAW, CLIFTON, KARACHI., a Law  
University incorporated under the laws of Pakistan and having its Chaudhry Khaliq-uz-Zaman Road,  
Near Lilly Bridge, Clifton, Karachi, Pakistan. (hereinafter referred to as "SZABUL", which expression  
shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

### **WHEREAS:**

"SZABUL" intends to acquire the services of "Supplier" for the Supply and Installation of PFIP Plant  
of 80 KVAR – Load 141 KW and Supplier agrees to provide the same.

The terms and conditions are as follows:

### **Terms & Conditions:**

- All terms and conditions of the tender document will remain part of this agreement.
- A fine of Rs 5,000/- per day will be fined incase of failure to supply and install the PFIP Plant of 80 KVAR – Load 141 KW after 30 days of the issuance of the prior notice
- In the event of the default on the part of the Supplier, in the performance of any condition of the contract/tender or delay in supply of the PFIP Plant of 80 KVAR – Load 141 KW even after a lapse of 15 days of the issuance of the purchase order, it shall be lawful for the SZABUL to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the SZABUL will be final and will be legal binding on the Supplier.
- Supplier agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty period. In case the effected part is not available, then the Supplier will provide the backup of the same product/item or better till the resolution of the fault is met, without any extra cost to the SZABUL.
- The Supplier also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
- The SZABUL reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the SZABUL reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Supplier. The decision of the SZABUL shall be final and binding upon the Supplier. –
- Delivery will be made by the Supplier at different locations prescribed by the SZABUL.
- The cost must include all taxes, stamp duty installation, labor including delivery charges up to the city campus of szabul.
- Supplier binds/undertakes that in case of any observation arising in respect of



quality/performance of the goods within the warranty period, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for noncommitment and forfeiting of performance security or any other action as deemed necessary.

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made pursuant to this agreement 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 given address.
- A party may change its address for notice by giving a notice to the other Party in writing of such change.

#### **Warranty**

- The warranty of the goods is two years with 1200 running hours per year comprehensive onsite or 8000 running hours for 1 year from the date of delivery.

#### **Payment Schedule:**

100 % of the total amount for the Supply, of PFIP Plant of 80 KVAR – Load 141 KW will be paid within one month of invoice submission by the supplier.

#### **Performance Guarantee:**

1% of the total tender amount of will be retained by the SZABUL as “Performance Security” and will be returned to the supplier after 90 days of supply of complete tender items, including satisfactory confirmation by SZABUL, where the items have been supplied.

#### **Authorized Representative:**

- Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the SZABUL or the Supplier may be taken or executed by the officials.

#### **Termination of Agreement by the SZABUL:**

- If the Supplier, in the judgment of the SZABUL has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the SZABUL, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.

#### **Goods Faith:**

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



### Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement 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 the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

### Conflict of Interest:

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

### Support Escalation Matrix:

For timely addressing of complaints given support escalation matrix will be utilized/followed:-

	Name/Designation	
<b>LEVEL-1</b>	(support staff)	
First complain if the call is not resolved	Landline Phone	
"within specified response time"	Email	
(05 days)	Cell	
	Name/Designation	
	(Regional	
<b>LEVEL-2</b>	Head/Manager/GM)	
Second complain, if the call is attended	Landline Phone	
within "Specified Response Time" and	Email	
not attended / or the problem still		
unresolved even after complaining at Level-		
1		
(10 days)	Cell	
	Name/Designation	
<b>LEVEL-3</b>	(CEO of the firm)	
Third complain, if the call is attended within	Landline Phone	
"Specified Response Time" and not	Email	
attended /or the problem still unresolved		
even after complaining at Level-2	Cell	
Note: Ensure that no column above is left blank		



In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

Supplier Signature \_\_\_\_\_ Witness:

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Stamp

Customer Signature \_\_\_\_\_

Name

Designation

Company Name SZABUL

Address Chaudhry Khaliq-Uz-Zaman Road,

Near Lilly Bridge, Clifton, Karachi

Signature \_\_\_\_\_

Name

Designation

Company Name: SZABUL

Address Chaudhry Khaliq-Uz-Zaman Road,

Near Lilly Bridge, Clifton, Karachi

Stamp

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_





**13. Inspection/ Assessment Checklist**

INSPECTION /ASSESSMENT CHECKLIST				
Ser#	Checklist	Yes	No	Comments
1	Proper Store Keeping and Material Management Area			
2	Separate Testing Area			
3	Existence of Safety & Security Policies and its Implications			
4	Fully Equipped & Functional Quality Lab Facility			
5	Requisite Qualified Staff			
6	Availability of Tendered Bid Equipments			
7	Availability of Spare Parts			

**Note:** Acquiring of 'Yes' status in all serials of the checklist above is mandatory.

**Firm Name:**

\_\_\_\_\_

**Site Address:**

\_\_\_\_\_

**Date & Time of Inspection:**

\_\_\_\_\_

**Result-Inspection Report:**

\_\_\_\_\_

\_\_\_\_\_

**Overall Report: Qualified / Disqualified**

**Names & Signatures-Inspection Committee:**

1 \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

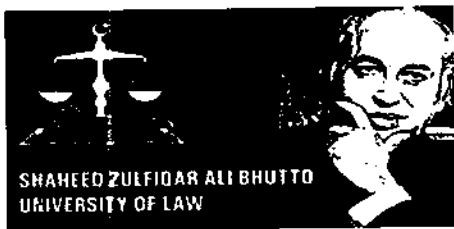
2 \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

3 \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)





SZABUL/TD/15/02

COPY NO. \_\_\_\_\_



**SHAHEED ZULFIQAR ALI BHUTTO,  
UNIVERSITY OF LAW,  
CLIFTON, KARACHI**

**TENDER DOCUMENT**

**Cable, Breaker and Bus Bar**

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## DEFINITIONS

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

**“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, consultant 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 consultant provides, or could provide, or could be perceived as providing biased professional advice to SZABUL 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, consultant or service provider that conflicts with his role or relationship with the SZABUL under the contract;
- (iv) where an official of the SZABUL 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;

**“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;



**“Consulting Services”** means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervisor, social and environmental assessments, technical assistance, and program implementation;

**“Contract”** means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

**“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 SZABUL to establish prices at artificial, noncompetitive 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;

**“Government”** means the Government of Sindh;

**“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 there under or any other law in respect thereof, or relating to, public procurement;

**“Notice Inviting Tender”** means the notice issued by a SZABUL 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;

**“SZABUL”** means the Shaheed Zulfiqar Ali Bhutto, University of Law, Clifton, Karachi;

**“Services”** means any object of procurement other than goods or works, and includes consultancy services;

**“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 SZABUL’s requirements.



## 1. INVITATION FOR BIDS (IFB)

Shaheed Zulfiqar Ali Bhutto, University of Law (SZABUL) invites proposal from reputed vendors for Cable, Breaker and Bus Bar. Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 issued there under ("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:

- Instruction to Bidders (ITB)
- Eligibility Criteria
- Scope of Work / Technical Proposal
- Financial Proposal
- Conditions of Contract

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Registrar  
Shaheed Zulfiqar Ali Bhutto,  
University Of Law, Clifton, Karachi  
Chauchry Khaliq-uz-Zaman Road,  
Near Lilly Bridge, Clifton,  
Karachi, Pakistan.



## 2. INSTRUCTION TO BIDDERS (ITB)

### 2.1 Correspondence Address

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

Syed Sharaf Ali Shah  
Registrar  
Shaheed Zulfiqar Ali Bhutto,  
University Of Law, Clifton, Karachi  
Chaudhry Khaliq-uz-Zaman Road,  
Near Lilly Bridge, Clifton,  
Karachi, Pakistan.

### 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.

### 2.3 Corrupt Practice

1. SZABUL 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.

2. SZABUL will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt 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.

#### 2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SZABUL 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 SZABUL must be written in English.

#### 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. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of SZABUL will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.





#### **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 SZABUL. 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.

#### **2.4.7 Bid Security**

The SZABUL shall require the bidders to furnish the Earnest Money @ 2% of Bidding Cost or Irrevocable Bank Guarantee acceptable to the SZABUL, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SZABUL reasonable time to act, if the security is to be called.

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 SZABUL 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, 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 SZABUL;

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

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.

### **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.

#### **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 SZABUL at the address specified under ITB Section [2.1] within office hours.



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

SZABUL 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 SZABUL 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;
- If the SZABUL is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended.

### **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 SZABUL 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.

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 SZABUL after the deadline for submission of bids prescribed by SZABUL pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. 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 SZABUL 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. SZABUL may cancel the bidding process at any time prior to the acceptance of a bid or proposal;

2. SZABUL shall incur no liability towards the bidders,

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;

4. SZABUL 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.

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

SZABUL has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings.

Any bidder being aggrieved by any act or decision of the SZABUL during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced.

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied;



1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;
  2. annul in whole or in part, any unauthorized act or decision of the procurement committee; 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.

SZABUL 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 SZABUL.

SZABUL shall award the contract only after the decision of the complaint redressal committee

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings.



## 2.6 Opening and Evaluation of Bids

### 2.6.1 Opening of Bids by SZABUL

The opening of bids shall be as per the procedure set down in Section 2.4.1 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, SZABUL 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.

### 2.6.3 Preliminary Examination

SZABUL 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. SZABUL 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 SZABUL.

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

### 2.6.4 Supplier Eligibility Criteria

All bids shall be evaluated in accordance with the eligibility criteria. SZABUL will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements.

### 2.6.5 Eligibility Criteria

SZABUL shall evaluate proposals using the following eligibility criteria.

S#	Description	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1.	Firm's Status	20		Public/Private Ltd.	NTN Certificate/Letter of Incorporation / Company Registration Letter / Certificate of Registration from Registrar of Firm is required to be enclosed	Annexure "A"
		15		Partnership Firm		
		10		Proprietorship		
2.	Years in business in the requisite field	20		10 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "B"
		15		5 years and above		
		10		2 years and above		
3.	Institutions on Cliental List	25		10 and above	Letters to be attached duly issued from each concerned Institution	Annexure "C"
		20		7 and above		
		15		3 and above		
4.	Average turnover in last 3 years	20		On an average of 100 M and above per year	Audit Report or Tax Return of Last 3 years	Annexure "D"
		10		On an average of 50 M and above per year		
6	Own Testing and Inspection Facility	15		Yes	Attach Brief Detail	Annexure "F"
	<b>Total Marks</b>	<b>100</b>			<b>Qualified / Disqualified</b>	

#### NOTE:

1. The company will be considered disqualified from the very outset, if not GST registered (to be attached)



2. Attachment of relevant evidence in each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.

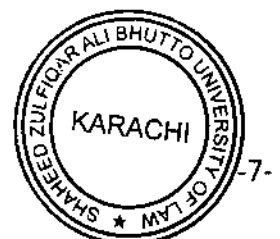
3. Acquiring of 70% marks of the total score will make the Bidder qualify for participating into inspection phase. Qualifier of inspection phase (on site visit of the factory) will only be allowed to participate in the financial bid opening phase. During the on-site inspection, the SZABUL's nominated team will evaluate the bidding firm utilizing the Performa attached as Annexure H.

#### **DISQUALIFICATION:**

1. The bidder will be considered disqualified during evaluation process:-
  - a) On black list of SPPRA and SZABUL

#### **2.6.6 Discussion Prior to Evaluation:**

If required, prior to evaluation of the Technical Proposal and Financial Proposal, SZABUL may, within 03 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.



## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

Subject to ITB Section [2.7.2], SZABUL 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 SZABUL's Right to Accept Any Bid and to reject any or all Bids**

SZABUL 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, SZABUL 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], SZABUL 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 03 Days from the date of notification of the award the successful bidder shall furnish to SZABUL particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at City Campus SZABUL, Karachi, within 03 Days of award of contract.

### **2.7.5 Performance Security**

Within 03 DAYS of receipt of the notification of award from SZABUL, the successful Bidder shall furnish to SZABUL the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period. The Performance Security shall be in the form of a pay order or demand draft or SZABUL guarantee issued by a reputable commercial SZABUL, acceptable to SZABUL, located in Pakistan.

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 SZABUL 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 SZABUL 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 [5.1] of this TD.

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

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

### **2.7.8 Integrity Pact**

The successful bidder shall upon the award of the contract execute an Integrity Pact with SZABUL.

### **2.7.9 Non Disclosure Agreement**

The successful bidder shall upon the award of the contract execute a Non Disclosure Agreement with SZABUL.



### 3. SCOPE OF WORK / TECHNICAL SPECIFICATION

Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi. (SZABUL) requires Supply and Installation of Cable, Breaker and Bus Bar;

The technical specification is given as follow:

#### TECHNICAL SPECIFICATIONS

#### SPECIFICATION OF Cable, Breaker and Bus Bar

S.NO	DESCRIPTION	QTY.
1	P/L 240 mm square + PVC unarmored Cable 1000/660 volt Pakistan Cable/AEG/Pioneer make including required size PVC pipe and excavation after work refilling disturb surface etc. complete.	01
2	400 ampere breaker providing and fixing TP Terasaki make or approved quality with necessary electric connection etc.	01
3	Providing and fixing bus bar 400 ampere 4 copper strips required sized nuts & bolts etc. complete.	01
TOTAL AMOUNT IN RS.		

#### Note

- If the company qualifies the eligibility criteria than it will be required to produce the equipment along with all relevant brochure/verification of the above specifications. The site inspection phase will be checked as per the performance attached as Annexure H.
- Firms qualifying the factory inspection stage will only be called upon to participate in next step of financial bidding.



#### 4. FINANCIAL PROPOSAL

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

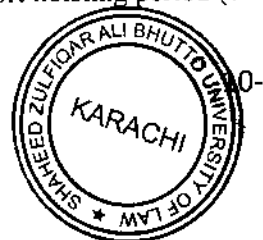
#### Price Schedule

#### SPECIFICATION OF Cable, Breaker and Bus Bar

S.NO	DESCRIPTION	QTY.	Price
1	P/L 240 mm square + PVC unarmored Cable 1000/660 volt Pakistan Cable/AEG/Pioneer make including required size PVC pipe and excavation after work refilling disturb surface etc. complete.	01	
2	400 ampere breaker providing and fixing TP Terasaki make or approved quality with necessary electric connection etc.	01	
3	Providing and fixing bus bar 400 ampere 4 copper strips required sized nuts & bolts etc. complete.	01	
TOTAL AMOUNT IN RS.			

#### Note

1. The total cost must include all taxes, duties and other charges as mentioned in the description column, Stamp duty (as applicable under Stamp Act 1989), delivery charges up to Shaheed Zulfikar Ali Bhutto University of Law, Clifton, Karachi.
2. Warranty of Cable, Breaker and Bus Bar should be 5 years.
3. No advance payment for supply of equipment will be made; bills are only being processed for necessary payment on receipt of certificate of delivery/satisfaction.
4. Calculation of Bid Security 2% of the Total Amount of the Financial Proposal will be submitted along with tender as Bid Security.
5. In case it is revealed at any stage after installation of the equipment that the asked specification of the tender has not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee.
6. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, noncompliance of the same will result into initiation of a case against the company for non-commitment or cancellation of tender as will be decided by the Procurement Committee.
7. 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.
8. A fine of Rs 5,000/- per day will be fined in case of failure to supply and install the equipment etc after 07 days of the issuance of the prior notice.
9. All conditions in the contract agreement attached as Annexure G are part of this tender document.
10. 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.





## 5 Contracts

### 5.1 Conditions of Contract

#### 5.1.1 Definitions

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

“Procuring Agency” or “PA” means SZABUL Contractor.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

#### 5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

#### 5.1.3 Notice

- 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 SC.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

#### 5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SZABUL or the Supplier may be taken or executed by the officials.



### **5.1.5 Taxes and Duties**

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

### **5.1.6 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.

### **5.1.7 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **5.1.8 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.

### **5.1.9 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.

#### **5.1.9.1 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.

#### **5.1.9.2 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.

### **5.1.10 Termination**

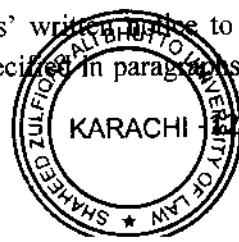
#### **5.1.10.1 Termination by SZABUL**

The SZABUL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the SZABUL shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Supplier 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 SZABUL may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SZABUL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the SZABUL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract

#### **5.1.10.2 Termination by the Supplier**

The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the SZABUL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 5.1.10.2



- a. If the SZABUL fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the services for a period of not less than 60 days.

#### **5.1.10.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the SZABUL shall make the following payments to the Supplier:

- a) Payment 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 5.1.10.1, 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.

#### **5.1.11 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.

#### **5.1.12 Settlement of Disputes**

##### **5.1.12.1 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.

##### **5.1.12.2 Arbitration**

If the SZABUL and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

##### **5.1.13 Data Ownership**

The data in the implemented Computer System shall at all times remain the exclusive property of SZABUL. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SZABUL upon successful commissioning of the Computer System and should not be available to any other party including the employees of the supplier.

##### **5.1.14 Obligations of the Supplier**

The Supplier 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 Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SZABUL, and shall at all times support and safeguard the SZABUL legitimate interests in any dealings with Sub Suppliers or third Parties.

##### **5.1.14.1 Conflict of Interest**

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



#### **5.1.14.2 Confidentiality**

Except with the prior written consent of the SZABUL, the Supplier 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 Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services

### **5.2 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.

#### **5.2.1 Performance Security**

The amount of performance security shall be one (1 %) percent of the Contract Price.

#### **5.2.2 Payment**

The payment to be made to the Supplier under this Contract shall be made in accordance with the payment schedule as shall be agreed between SZABUL and the Supplier.

- a. All advance payment will be made against valid SZABUL guarantee(s)
- b. SZABUL will effect payment within 30 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

#### **5.2.3 Price**

Schedule of prices shall be as fixed in the contract.



## 6. BID FORM

[IT SHOULD BE SPECIFIC TO EACH CONTRACT AND WILL HAVE TO BE TAILORED SEPARTELY FOR EACH TENDER DOCUMENT]

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

To,  
Registrar  
Shaheed Zulfiqar Ali Bhutto,  
University Of Law, Clifton,  
Karachi.  
Chaudhry Khaliq-Uz-Zaman Road,  
Near Lilly Bridge, Clifton,  
Karachi.  
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 firms, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_.

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

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:

Name & Address of Agent

Amount and Currency

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(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 \_\_\_\_\_ 2014.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



## 7. BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the supply and installation of Cable, Breaker and Bus Bar.

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SZABUL 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 SZABUL not later than the above date.

[Signature and Seal of the SZABUL]



**8. Performance Security System**

To,

To,

Registrar

Shaheed Zulfiqar Ali Bhutto,

University Of Law, Clifton,

Karachi.

Chaudhry Khaliq-Uz-Zaman Road,

Near Lilly Bridge, Clifton,

Karachi.

WHEREAS [name of Supplier] (hereinafter called "Supplier" or "Contractor") 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 Supplier / Contractor guarantee as required pursuant to the bidding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier / Contractor, 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 / Contractor 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**



## 9. INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Shaheed Zulfiqar Ali Bhutto University of Law. 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, consultant, 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: \_\_\_\_\_





## 10. Schedule of Opening & Submission of Bid

The Tender bids complete in all respects must reach the office of Registrar of Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi on or before 17-07-2015 to 14:30 hours. The bids shall be opened on 17-07-2015 at 15:00 hours.



## 11. Form of Contract

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi., 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:

1. The Effective Date of this Agreement is \_\_\_\_\_ 2015.
2. 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 secret;

-Financial information, including pricing;

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

- Business information, including operation, planning, marketing, interests, and products;

- The term of any agreement entered into between the parties and the discussions, negotiations and proposals related thereto; and

-Information acquired during any facilities tours

3. 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.

4. 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 contractors 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.



5. 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.

6. 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.

7. 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".

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.



13. 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.

Shaheed Zulfiqar Ali Bhutto University of Law, Clifton, Karachi

Company Name:

Registered Address:

Registered Address:

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

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

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

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

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

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

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

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



## 12. Contract Agreement

## ANNEXURE 'G'

### CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Karachi  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014  
BETWEEN

M/S. XYZ, having its principal place of business at \_\_\_\_\_,  
(hereinafter referred to as "Supplier", which expression shall be deemed to mean and include its  
successors-in-interest and assigns) of the First Part;

### AND

SHAHEED ZULFIQAR ALI BHUTTO UNIVERSITY OF LAW, CLIFTON, KARACHI., a Law  
University incorporated under the laws of Pakistan and having its Chaudhry Khaliq-uz-Zaman Road,  
Near Lilly Bridge, Clifton, Karachi, Pakistan. (hereinafter referred to as "SZABUL", which expression  
shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

### WHEREAS:

"SZABUL" intends to acquire the services of "Supplier" for the Supply and Installation of Cable,  
Breaker and Bus Bar and Supplier agree to provide the same.

The terms and conditions are as follows:

### Terms & Conditions:

- All terms and conditions of the tender document will remain part of this agreement.
- A fine of Rs 5,000/- per day will be fined incase of failure to supply and install the Cable, Breaker and Bus Bar after 30 days of the issuance of the prior notice
- In the event of the default on the part of the Supplier, in the performance of any condition of the contract/tender or delay in supply of the Cable, Breaker and Bus Bar even after a lapse of 15 days of the issuance of the purchase order, it shall be lawful for the SZABUL to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the SZABUL will be final and will be legal binding on the Supplier.
- Supplier agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty period. In case the effected part is not available, then the Supplier will provide the backup of the same product/item or better till the resolution of the fault is met, without any extra cost to the SZABUL.
- The Supplier also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
- The SZABUL reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the SZABUL reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Supplier. The decision of the SZABUL shall be final and binding upon the Supplier. –
- Delivery will be made by the Supplier at different locations prescribed by the SZABUL.
- The cost must include all taxes, stamp duty installation, labor including delivery charges up to the city campus of szabul.
- Supplier binds/undertakes that in case of any observation arising in respect of



quality/performance of the goods within the warranty period, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for noncommitment and forfeiting of performance security or any other action as deemed necessary.

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made pursuant to this agreement 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 given address.
- A party may change its address for notice by giving a notice to the other Party in writing of such change.

#### **Warranty**

- The warranty of the goods is two years with 1200 running hours per year comprehensive onsite or 8000 running hours for 1 year from the date of delivery.

#### **Payment Schedule:**

100 % of the total amount for the Supply, of Cable, Breaker and Bus Bar will be paid within one month of invoice submission by the supplier.

#### **Performance Guarantee:**

10% of the total tender amount of will be retained by the SZABUL as "Performance Security" and will be returned to the supplier after 90 days of supply of complete tender items, including satisfactory confirmation by SZABUL, where the items have been supplied.

#### **Authorized Representative:**

- Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the SZABUL or the Supplier may be taken or executed by the officials.

#### **Termination of Agreement by the SZABUL:**

- If the Supplier, in the judgment of the SZABUL has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the SZABUL, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.

#### **Goods Faith:**

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



**Settlement of Disputes:**

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement 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 the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

**Conflict of Interest:**

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

**Support Escalation Matrix:**

For timely addressing of complaints given support escalation matrix will be utilized/followed:-

	Name/Designation	
<b>LEVEL-1</b>	(support staff)	
First complain if the call is not resolved	Landline Phone	
<b>"within specified response time"</b>	Email	
(05 days)	Cell	
	Name/Designation	
	(Regional	
<b>LEVEL-2</b>	Head/Manager/GM)	
Second complain, if the call is attended	Landline Phone	
within <b>"Specified Response Time"</b> and	Email	
<b>not attended / or the problem still</b>		
<b>unresolved even after complaining at Level-</b>		
<b>1</b>		
(10 days)	Cell	
	Name/Designation	
<b>LEVEL-3</b>	(CEO of the firm)	
Third complain, if the call is attended within	Landline Phone	
<b>"Specified Response Time"</b> and not	Email	
<b>attended /or the problem still unresolved</b>		
<b>even after complaining at Level-2</b>	Cell	
<b>Note: Ensure that no column above is left blank</b>		



In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

Supplier Signature \_\_\_\_\_ Witness:

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Stamp

Customer Signature \_\_\_\_\_

Name

Designation

Company Name SZABUL

Address Chaudhry Khaliq-Uz-Zaman Road,

Near Lilly Bridge, Clifton, Karachi

Signature \_\_\_\_\_

Name

Designation

Company Name: SZABUL

Address Chaudhry Khaliq-Uz-Zaman Road,

Near Lilly Bridge, Clifton, Karachi

Stamp

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_





**13. Inspection/ Assessment Checklist**

<b>INSPECTION /ASSESSMENT CHECKLIST</b>				
<b>Ser#</b>	<b>Checklist</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
1	Proper Store Keeping and Material Management Area			
2	Separate Testing Area			
3	Existence of Safety & Security Policies and its Implications			
4	Fully Equipped & Functional Quality Lab Facility			
5	Requisite Qualified Staff			
6	Availability of Tendered Bid Equipments			
7	Availability of Spare Parts			

**Note:** Acquiring of 'Yes' status in all serials of the checklist above is mandatory.

**Firm Name:**

\_\_\_\_\_

**Site Address:**

\_\_\_\_\_

**Date & Time of Inspection:**

\_\_\_\_\_

**Result-Inspection Report:**

\_\_\_\_\_

\_\_\_\_\_

**Overall Report: Qualified / Disqualified**

**Names & Signatures-Inspection Committee:**

1	_____	_____
	(Name)	(Signature)
2	_____	_____
	(Name)	(Signature)
3	_____	_____
	(Name)	(Signature)

