



Sindh Transmission & Dispatch Company (Pvt.) Limited

Tender Document

**For the development and renovation/partitioning of
STDC office premises on turnkey basis**

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 Sindh Transmission & Dispatch Company (Pvt.) Limited (STDC).

“Bid with Lowest Evaluated Cost” means the bid quoting lowest evaluated 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 STDC 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 STDC under the contract;
- (iv) where an official of the STDC 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;

“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 STDC to establish prices at artificial, non-competitive levels for any wrongful gain;

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

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

“Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

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

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

“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, 2009 or Sindh Public Procurement Rules 2010 amended from time to time, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

“Notice Inviting Tender” means the notice issued by STDC 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;

“STDC” means the Sindh Transmission & Dispatch Company (Pvt.) Limited;

“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 STDC’s requirements.

1 INVITATION FOR BIDS (IFB)

Sindh Transmission & Dispatch Company (Pvt.) Limited (STDC) invites proposal for the award of project on turnkey basis for the development and renovation/partitioning of its office premises located at 3rd Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Karachi.

Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 amended from time to time, issued thereunder (“**SPPRA**”) which can be found at 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 amended (2013).

This Tender Document includes the following Sections:

- Instructions to Bidders (ITB)
- Special Conditions of Contract
- Scope of Work
- Financial Proposal
- Eligibility Criteria

Proposals must be submitted at the below mentioned address:

SECRETARY PROCUREMENT COMMITTEE
SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED
3rd FLOOR, STATE LIFE BUILDING NO.3,
DR. ZIAUDDIN AHMED ROAD, KARACHI
PH: 021-99207132-33-34

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

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

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED
3rd FLOOR, STATE LIFE BUILDING NO.3,
DR. ZIAUDDIN AHMED ROAD, KARACHI
PH: 021-99207132-33-34

2.2 Eligible Bidders

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

2.3 Corrupt Practice

1. STDC requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. STDC 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, amended from time to time, 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 – One Envelope Procedure; the bid shall comprise of One sealed envelope containing **TECHNICAL PROPOSAL** (duly filled in all respect) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46)]

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and STDC 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 STDC must be written in English. [SPPRA Rule 6 (1)]

2.4.4 Company Profile

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 Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non-responsive.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Forms for Financial Proposal are available in Section [4].

2.4.6 Bid Currencies

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

2.4.7 Bid Security

The STDC shall require the bidders to furnish the Earnest Money/Bid Security of 2% of the bid price, in shape of Pay Order/Demand Draft/Irrevocable Bank Guarantee acceptable to the bank in favor of "Sindh Transmission & Dispatch Company (Pvt.) Limited", which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the STDC reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document.

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

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

The bid security shall be forfeited:

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

- Does not abide by the terms of Contract Agreement.

2.4.8 Bid Validity

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

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

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

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the Single Stage – One Envelope Procedure; the bid shall comprise of One sealed envelope containing **TECHNICAL PROPOSAL** (duly filled in all respect) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46)]

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 will be received by STDC at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

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

2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and STDC shall respond to such queries in writing within three

calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

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

2.5.8 Mechanism for Redressal of Grievances

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

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

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

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

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

STDC 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 STDC. [SPPRA Rule 31(5)]

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

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

IMPORTANT

In addition to above it may be added that no complaint will be entertained unless it is:-

- a) **Forwarded on company's original letter head, complete address, NTN of the company and any other relevant information.**
- b) **Incriminating evidence of the complaints.**

2.5.9 Review Panel

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

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

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

Also see [SPPRA Rule 32(3)] & [SPPRA Rule 32(4)].

2.5.10 Matters not subject to Appeal or Review

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

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

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by STDC

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, STDC may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.6.3 Preliminary Examination

STDC 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.

STDC 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 STDC.

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

2.6.4 Eligibility Criteria

Mentioned in the Special Conditions of the Contract. [refer section 6]

2.6.5 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, STDC may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], STDC 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 the information given in the bidding document is on ground verified by the Procurement Committee of the STDC.

2.7.2 STDC's Right to Accept Any Bid and to reject any or all Bids

STDC 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, STDC will notify the successful Bidder in writing by letter, email 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], STDC will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 5 Days from the date of notification of the award the successful bidder shall furnish to STDC particulars as may be asked by the management.

The Contract shall be signed by the parties at Head Office, STDC, Karachi, within 10 Days of award of contract. Copy of the agreement enclosed as Annexure "A".

2.7.5 Performance Security

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

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event STDC may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure “B” 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 STDC 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 [6] of this TD.

2.7.8 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with STDC. *[Specimen is attached in Annexure “C”]* [SPPRA Rule 89]

2.7.9 Non Disclosure Agreement

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

3 SCOPE OF WORK

Mentioned in the Special Conditions of the Contract. [refer section 6]

4 FINANCIAL PROPOSAL

Mentioned in the Special Conditions of the Contract (Bill of Quantities). [refer section 6]

5 CONTRACT (As will be executed if the bid qualifies)

5.1 Conditions of Contract. As per clause 5

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 amended from time to time.

“Procuring Agency” or “PA” means STDC 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 monthly rent of the premises. “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 bidding document.
- 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 bidding document.

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 STDC or the Supplier may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Bidder shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the bidding document, 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 contract agreement, this Contract shall expire at the end of such time period after the Effective Date as specified in the agreement.

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 of Contract by STDC/Bidder. As per clause 5

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 STDC 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 Ownership

The equipment in the office premises shall at all times remain the exclusive property of STDC.

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 STDC, and shall at all times support and safeguard the STDC legitimate interests in any dealings with Sub-Suppliers or third Parties.

5.1.14.1 Conflict of Interest

The Supplier shall hold the STDC'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 STDC, 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.

6 SPECIAL CONDITIONS OF CONTRACT / TERMS OF REFERENCE.

6.1 Scope of Work

STDC intends to award project on turnkey basis for the development and renovation/partitioning of its office premises located at 3rd Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Karachi. Spaced over an area of 3100 Sq. Ft. approx.

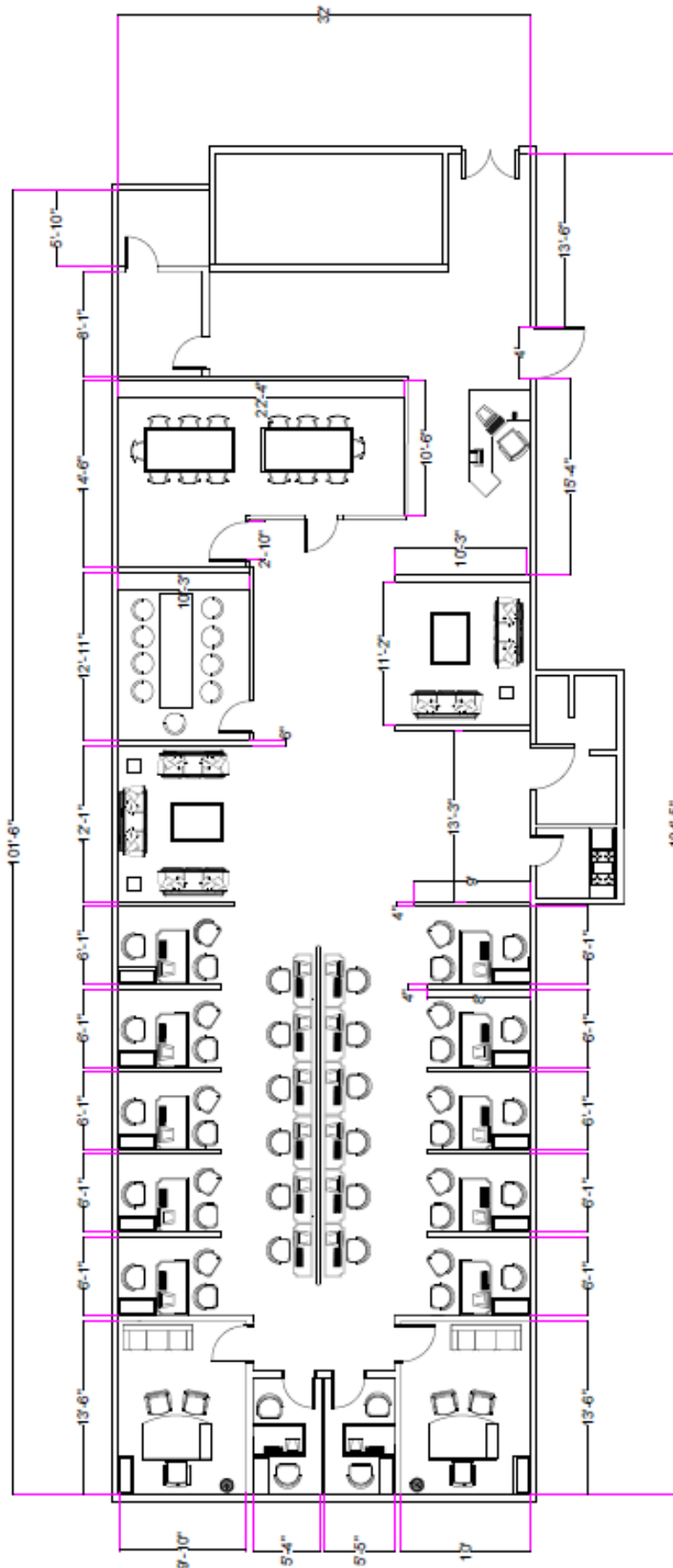
Bids are invited from the firms/contractors/companies having experience in the areas of civil work/ interior designing, decoration, finishing, plumbing and electrical, air conditioning, furniture, fixtures and other allied work related to the office.

Total area of the premises is around 3100 sq. ft. Following are the requirements of company for a dynamic and creative amenities which is not an exhaustive list:

S:NO	Description
(a)	2 separate executives offices with private secretary room
(b)	10 rooms
(c)	Conference room (12 to 15 sittings)
(d)	Kitchen area with dining area
(e)	Reception with waiting area
(f)	Washrooms
(g)	Store room
(h)	Server/IT room
(i)	Meeting room (4-5 Sittings)
(j)	Workstations (10 to 12)

Estimated Cost of the Project: PKR 5,000,000/- Maximum.

6.2 Proposed Layout



6.3 Bill Of Quantities (BOQs)

Below mentioned quantities of material and services are tentative and may vary as per availability of space.

Material Furniture:

‘Unit Price’ and ‘Amount’ Columns to be filled by the bidder.

S.N.	Item	SPECs in MM	Description	Qty.	Unit	Unit price	Amount
1	Reception table	2400Lx1200D x1000H	MFC veneer table, pvc edging with one mobile pedestal	1	set		
2	Executive table with side credenza	1600Lx1000D x750H 1000Lx400Dx 750H	MFC veneer table with pvc edging and powder coated metal frame with side return cabinet	2	set		
3	Manager table with fixed pedestal	1200Lx700Dx 750H 900Lx400Dx7 50H	MFC veneer table, pvc edging and powder coated metal frame with mobile pedestal	10	set		
4	6 seats workstation	3600Lx1100D x750H	Workstation with glass partition, main spine completed with single raceway and pin-up board on top, side return panel with writing board without rackway, metal leg at the end of workstation to support table top.	2	set		
5	Storage Cabinet	1500x600x80 0	MFC storage cabinet with sliding doors	12	set		
6	Work station pedestal	400Wx480Dx 650H	MFC Mobile pedestal	12	set		
7	Conference table	2100Lx1000D x750H	MFC veneer table, pvc edging with metal frame with flip board	2	set		

8	Cable management system -Cable tray	800Lx120D	Powder coated mater cable tray	35	set		
9	Cable management system -Vertebra	φ60x725H	Plastic vertebra	19	set		
10	Flipper box	500Lx120Dx27H	powder coated metal flip top	35	set		
11	Bar counter	2700Lx750Dx900H	MFC veneer bar counter with metal frame	1	set		
12	Manager chair (PU)	605Wx660Dx1150-1250H	PU Executive chair with dual hydraulic system and height adjustment	2	pcs		
13	Conference chair (PU)	610Wx620Dx960H	PU visitor chair with PP arm rest and metal frame	4	pcs		
14	Manager chair -Mesh	645Wx655Dx1130-1260H	Mesh Manager chair with PP arm rest with single locking and nylon base and caster	10	pcs		
15	Staff chair/visitor chair -Mesh	645Wx655Dx950-1050H	Mesh workstation chair with PP arm rest with single locking and nylon base and caster	40	pcs		
16	Conference chair -Mesh	645Wx655Dx960H	Mesh visitor chair with PP arm rest with metal frame	16	pcs		
17	3 seater fabric sofa	1850Wx720Dx720H	Fabric sofa with high density foam and wood frame with steel legs	2	pcs		
18	3 seater sofa	1900W*840D*690H	PU sofa with high density foam and wood frame	8	Pcs		
19	Bar stool	41Wx46Dx80H	PU seated bar stool with metal frame	10	pcs		

20	Coffee table	1300Wx700D x430H	Glass coffee table with S/S frame	4	NOS		
21	Corner table	600Wx600Dx 430H	Glass corner table with S/S frame	4	NOS		
TOTAL INCLUSIVE OF ALL APPLICABLE TAXES, DUTIES, DELIVERY & FIXING CHARGES:				231	NOS		

Development, Renovation/Partitioning, Civil, Electrical, Plumbing, Installation & Other Services:

‘Amount’ Column to be filled by the bidder.

S.N.	Function			Amount
	Detail	Details	Description	
1	Civil work	Development of 1. Executive rooms 2. PA rooms 3. Manager Panel rooms 4. Café 5. Conference room 6. IT/Store room	Executive rooms: Lasani wall panel & glass front & window with aluminium frame PA rooms: Lasani wall panel and glass front with door in aluminium frame Manager rooms: lasani side panels with glass over the top Café: Lasani side wall panels with glass front and glass door in aluminium frame Board rooms: Lasani side wall panels with glass front and 2 glass door in aluminium frame IT /Store room: Glass wall with the Aluminium frame	
2	Civil work	1. kitchen revamp 2. Bathroom revamp	wooden kitchen cabinets, marble top and sink replacement Tile replacement, plumbing work and electric work	
3	Civil work	Color work: Complete hall Executive rooms Bath room Kitchen ceiling	Acrylic eggshell paint for wall and ceiling in the floor and wall panels Distumber in the kitchen and washrooms	

4	Electrical work	Cable management Electrical supplies Panel sockets ceiling lights Internet cabling	6mm electric cable for Aircondition 2.5mm electric cable main line 1.5 mm electric cable for lights with standard quality board and switches Show lights hanging with hanging channel Cat6/7 internet cable with microlink connector. Manageable switch 2970/2960 100MBPS	
5	Appliances	3 standing units 4 ton AC 3 split AC 1 ton 1 Microwave oven Refrigerator Dispenser 1 Stove	AC standing and Split 20L Microwave 52L single door refrigerator Water dispenser 3 Hob Stove	
6	Telecom	PABX Cable management only	3 Distribution box 28 IO Connector 10 mm telecom supportive cable main to distribution centre telecom supportive cable from distribution centre to Telephone sets	
7	UPS	6 KVA High frequency Online UPS	6 KVA High Frequency Online UPS. Rating : 6 KVA (4.8 KW) Technology : True On-Line , Pure Sine Wave Double conversion Phase : Single Phase in & Single phase out. Power Factor : >0.8 Input Voltage : 165 ~280 VAC Single Phase Input Frequency Range : 50Hz : (45~55Hz) ; 60Hz : (55Hz ~65Hz) Generator Support Power Factor Output : >0.98 Output Voltages : 220 Vac Single-phase Output Frequency Range : Frequency Regulation 50/60Hz +-0.05Hz Voltage Distortion : Linear Load <3% , Non-Linear Load <6% Overload Capacity : 110% ~ 150% for 30sec, > 150% for 200ms Current Crest Ration : 3:1 Transfer Time (AC to DC) : 0ms (AC mode --> Battery Mode) By-Pass Mode : Built-in + AVR Sound Level : < 50 DBA Back-Up Time : 10 ~ 15 min Battery Voltage : 120VDC Charge Time : 5 Hours to 90% of Capacity after full load Discharge	

			LCD Display : Display Input/ Output Voltage, Frequency, Battery Voltage, Battery Capacity, Loading Rate Operation Temperature : 0~40C Humidity : 0~95% (Non	
TOTAL INCLUSIVE OF ALL APPLICABLE TAXES, DUTIES & SERVICE CHARGES:				

GRAND SUMMARY OF BOQs	
TITLE	TOTAL (to be filled by the bidder)
Material Furniture (Total Inclusive Of All Applicable Taxes, Duties, Delivery & Fixing Charges)	
Development, Renovation/Partitioning, Civil, Electrical, Plumbing, Installation & Other Services (Total Inclusive Of All Applicable Taxes, Duties & Service Charges)	
FINANCIAL PROPOSAL / GRAND TOTAL	

Name & Contact Details of the Bidder _____

Signature & Stamp of the Bidder _____

Date _____

NOTE

1. Bidder should provide supporting documents for their bids.
2. Bidder should provide a detailed break-up schedule/list of all the costs for the project to reach a Total Cost.
3. All the costs must be inclusive of all relevant applicable taxes, duties, delivery, fixing, service and any other related costs.
4. If the financial bids of one or more bidders are the same, then successful bidder will be the one who has acquired maximum marks in technical evaluation phase.

6.4 Inspection

Bidders may inspect the premises – 10:00 a.m. to 5:00 p.m. on the working days (Monday to Friday).

6.5 Pre-Bid Meeting

A pre bid meeting will be conducted to brief the bidder about requirement of necessary amenities, in the premises and clarification of bidder's inquiries if any. Bidders may submit bids after visiting the office premises and obtaining basics and requirements of STDC in the pre-bid meeting.

6.6 Bid Information

Based on the information and requirement provided by the STDC in the pre bid meeting, Bidders will be required to propose a model of premises fulfilling the requirements of STDC in the technical proposal with sample of products to be used in the construction of premises with detailed BOQs.

6.7 Bid Presentation

Presentation would be required from the bidders on complete development scheme and material to be used for construction after bid opening.

Presentations on the proposal would be required from the firms/parties/contractors at any time after 3 days of opening of bid, the time and date will be communicated to the bidders.

6.8 Eligibility Criteria

The interested firms/contractors/companies are required to submit their bids along with the following documents/information/samples:

- a) Name of the firm / contractor / company address and telephone number/email address/fax number and name of the key personnel.
- b) Details of similar works and cost in hand, completed during last 5 years with completion certificates.
- c) Details of similar current works and cost in hand with proof (enclose copies of work order).
- d) Financial status with proof of last 3 year's Audited financial Statement and Bank statement.
- e) Registration with relevant authorities for NTN, GST & SRB.
- f) Affidavit for the effect that the firm / contractor / company is not involved in litigation with any Department (Government / Semi Government, Autonomous Bodies, Private Companies or any other Client).
- g) An undertaking on stamp paper by the firm / contractor to the effect that "Neither the Firm / contractor nor its Directors / stakeholders as a whole or as a part of the company / Organization" have ever been blacklisted / defaulted with any Government Agency / Department Organization and also that the information supplied by the firm / contractor is correct in all respect.
- h) STDC may ask for the site visits of any of the previous projects completed.
- i) Standard quality furniture of modern life office having dynamic and creative amenities to be fitted.

- j) Incomplete bid will not be entertained.
- k) Procuring Agency reserves the right to reject any or all bids subject to the relevant provisions of SPPRA Rules 2010 (amended from time to time).

NOTE:

Samples of material to be used in construction of premises and complete technical specifications must be provided with the technical proposal. Photographs of furniture must be provided.

6.9 Evaluation Criteria

TECHNICAL SELECTION CRITERIA:

S.NO.	DESCRIPTION	MAX. POINTS
1	YEARS OF ESTABLISHMENT	10
2	PAST RELEVANT EXPERIENCE	20
3	SIMILAR WORKS CURRENTLY IN HAND	20
4	GLOBAL PRESENCE OF THE BRAND	10
5	AWARDS, CERTIFICATIONS	15
6	LAST 3 YEARS TURNOVER AS PER AUDITED FINANCIAL STATEMENTS	15
7	REGISTRATION FOR NTN, GST, SST WITH FBR & SRB	10

TOTAL POINTS: 100

MINIMUM POINTS REQUIRED FOR PASSING TECHNICAL QUALIFICATION: 70

NOTE:

Verifiable documentary evidences are required for the above evaluation criteria.

Annexure "A"

7. SPECIMEN OF CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the ____ day of _____ 201 ____ between _____ (hereinafter called the “Procuring Agency”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

It is the mandatory for the Bidder/STDC to agree all clauses of this agreement. In case of any disagreement at any stage of Contract, the bid will stand cancelled.

Annexure “B”

8. SPECIMEN OF PERFORMANCE SECURITY

PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the

Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

Annexure “C”

9. SPECIMEN OF INTEGRITY PACT

INTEGRITY PACT

(This Integrity Pact Form should be on the stamp Paper valuing Rs. 100/- submitted by the successful Bidder with attestation of Notary Public.)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE
SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00
MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Contractor] 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 Sindh (GoS) or any administrative department or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] 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 GoS, except that which has been expressly declared pursuant hereto.

[name of Contractor] 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[*name of Contractor*] 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 rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [*name of Contractor*] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*name of Contractor*] 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 GoS.

Name of Procuring Agency:

Name of Contractor:

Signature:

Signature:

[Seal]

[Seal]