

No.SBI/ADMIN/SBI-P&P/
Karachi, 26th March, 2018

To,

The Assistant Director (Assessment),
SPPRA
Government of Sindh
Karachi

Subject: NIT NO.SO(ADMIN)/SBI/P&P/1-2/2009 dated 12.03.2018 (Sr. No. 37267)

I am directed to refer to your office letter No. AD(ASMT)SPPRA/SBI-37267/2017-18/11884, dated 19th March, 2018 on the subject noted above and to provide replies of observation raised in above referred letter:

- Due to the fluctuation of Dollar at higher side against Pak Rupee, which has direct impact on the price of paper and printing, the price of tender has been raised under 10% i.e. from Rs. 900,000 to Rs. 980,000.
- Same has been incorporated in the tender document, which is attached herewith.


(SHAIKH ADNAN ALI)
SECTION OFFICER (ADMIN)

Copy is Forwarded for information to:

- PS to Chairperson, SBI
- PS to Director General, SBI

SPRA INWARD DIARY

NO: 39114
DATED 26-03-2018

Lalchaib


27/3

BIDDING DOCUMENT

PRINTING OF BROCHURES FOR SINDH BOARD OF INVESTMENT

(Through web site)

Name of work: -

PRINTING OF BROCHURES FOR SINDH BOARD OF INVESTMENT

► Name of Office ◀

SINDH BOARD OF INVESTMENT

1ST FLOOR, BLOCK-B, FTC BUILDING, SHAHRAH-E-FAISAL, KARACHI

Instructions to Bidders/ Procuring Agencies

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard Quality Standards according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the SBI/Procuring Agency before issuance of the Bidding Documents).

a) Name & Address of the : SINDH BOARD OF INVESTMENT
procuring agency.

b) Brief Description of Works :
PRINTING OF BROCHURES FOR SINDH BOARD OF INVESTMENT

c) Estimated Cost : Rs. 980,000

d) Amount of Bid Security : 2%

e) Period of Bid Validity : 60 days.

h) Deadline of submission of Bids along with time: 1400 hrs on 2nd April, 2018

l) Venue, Date & Time of Bid opening: Director SBI, 1430 hrs on 2nd April, 2018 in the Committee Room of Sindh Board of Investment at First Floor, Block B, FTC Building Shahra-e-Faisal Karachi

j) Time for Completion from written order of commence: 15 days

k) Liquidity damages : ----- (05% of Estimated cost or Bid cost)

l) Stamp duty 0.035% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

m) Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the SBI of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date: the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/SBI may terminate the contract if either of the following conditions exists:-
- (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the SBI is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The SBI/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the SBI/Procuring Agency, the contractor shall have:-
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) However, the contractor can claim for the work done at site duly certified by the SBI in writing regarding the performance of such work and has not been paid.

Clause –4: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think

necessary or proper. The decision of the SBI in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –5: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the SBI and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Finance Manager SBI and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 6: Payments.

50% Bill Shall be submitted on the finalization of draft and designing of brochures and 50% on the completion of work

Clause – 7: Reduced Rates. In cases where the items of work are not accepted as so completed, the SBI may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 8: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the In-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then SBI can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of higher authority.

- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-9: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the SBI or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the SBI shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the SBI considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 10:

- (A) **Inspection of Operations.** The Finance Manager SBI and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The SBI shall give the contractor reasonable notice of the intention of the Finance Manager SBI or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 11: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the SBI whenever any such part of the works or foundations is or are ready or about to be ready for examination and the SBI shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no

payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 12: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the SBI may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the SBI.

Clause-13:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the SBI. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 14: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Higher Authority of the SBI higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –15: Financial Assistance /Advance Payment.

Mobilization advance is not allowed.

Clause –16: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the SBI has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**TERMS AND CONDITIONS FOR THE ELIGIBILITY
OF
PRINTING OF BROCHURES FOR SINDH BOARD OF INVESTMENT**

- 1 Documentary evidence of works executed/work in-progress and certificate of satisfactory completion of works
- 2 Price to be quoted on Pak Rupee on free home delivery (F.O.R.) basis for all items including all expenses, taxes, documentation etc.
- 3 Registration with Income Tax Department (NTN certificates), Sindh Board of Revenue(SRB) and copy of CNIC of the contractor
- 4 Affidavit to the effect that contractor is not black listed.
- 5 The Printers/Suppliers should made the delivery of the publication in the shortest possible time as per requirement of the SBI.
- 6 An agreement shall be made on stamp paper between the contractor/supplier and **SINDH BOARD OF INVESTMENT** prior to placing supply / work order.
- 7 Advance payment will not be allowed.
- 8 Payment shall be made by crossed cheque upon submission of bill in duplicate and on verification of the quality of the printing work form **Sindh Board of Investment** and on completion of printing work including all formalities.
- 9 The Printers/suppliers shall be bound to rectify the **defect in the Printing material (if any)** of the supplied material/works, failing which the earnest money shall become liable to be forfeited.
- 10 The SBI authorities reserve the right to fully or partially, change / forgo the requirement of any item / work and / or amend the specifications & quantity at any stage before award of the contract.
- 14 The SBI may reject any or all bids subject to the relevant provisions in **SPPRA Rules 2010**.
- 15 All those Printers/suppliers are eligible to apply who has prior work experience of related nature of job

- 16 The earnest money at the rate of 5% in the shape of Pay order/demand draft in the favour of SINDH BOARD OF INVESTMENT from any scheduled bank should be attached with the tenders. In case earnest money not accompanied tender will be not entertained.
- 17 10% Performance Security will be submitted by the Contractor/supplier at the time of Agreement in the shape of Pay order, schedule bank guarantee, or it may be deducted from bill for payment.
- 18 Bids must be offered on the prescribed tender form issued by Director Admin SINDH BOARD OF INVESTMENT.
- 19 In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time and venue
- 20 Quantity shown in the tender are approximate and no claim shall be entertained for quantity of work executed being 15% more or less than those entered in the tender or estimate
- 21 No compensation shall be allowed for any delay in execution of the work.
- 22 All work executed under the control & shall be executed under the directions of SBI
- 23 Printers/Suppliers is responsible to pay the GST as levied in accordance with the government General Sales

Director Admin
SBI, Karachi

B.O.Q (BILL OF QUANTITIES)

SR	Specification/Description	Quantity	Unit Cost	Total Cost
01	<p><i>DESIGNING AND PRINTING OF BROCHURES FOR SINDH BOARD OF INVESTMENT</i></p> <p>3 Fold Brochures on matt papers of 128 gm on following sectors:</p> <ul style="list-style-type: none"> • Wind , Solar and Coal Energy • Run of River • Economy of Sindh • Tourism • Agriculture of Sindh • Granite • Special Economic Zones • Education City • Marble City • China Special Economic Zone • Transport • Ease of doing business/SICIC • CPEC: Opportunities in Sindh 	1000		
02	DESIGNING CHARGES	Job		
TOTAL				

Total Cost of the works.....Rs. _____

(RUPEES IN WORDS)

.....)

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To: _____

Gentlemen,

1. Having examined the Bidding Documents including Bidding Data, terms & Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Agenda Nos. _____ for the execution of the above-named Supply, we, the undersigned, being a company doing business under the name of and address _____
_____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Supply and associated warranty & services (after sale) in conformity with the said Documents including Agenda thereto for the Total Bid Price of Rs _____ (Rupees _____) inclusive all taxes or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____
_____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence to deliver items comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of 60 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the

expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the supply of tendered items.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____
