



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
GOVERNMENT OF SINDH

NATIONAL COMPETITIVE BIDDING
(Single Stage One Envelope Procedure)

BIDDING DOCUMENT

FOR

Catering & Decoration Services during Capacity Building Workshop of SPPRA at following
Districts of Sindh

Thatta
Dadu
Matiari
Sujawal

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Part – I

Notice Inviting Tender

Sealed Bids are invited from Catering & Decoration and Event Management Service Providers, registered with Sindh Sales Tax and Income Tax departments for Decoration & Catering Services for SPPRA Capacity Building Workshop in District Thatta, Dadu, Matiari and Sujawal of Sindh on rate contact basis for whole year 2017 ended on 31-12-2017. The Tender Documents are comprised on "Single stage one envelope" procedure.

ELIGIBILITY CRITERIA FOR BIDDERS:

- a) Relevant experience of at least three years. (Attach copy of work orders)
- b) Financial Annual Turnover amounting to Rs.2.00 Million of last three years (attach bank statement).
- c) Registration with SRB and FBR. (Attach certificates)

Bidding Document can be collected from Administration Wing of SPPRA, from the date of publication to 11.08.2017 at 12:00 noon free of cost or downloaded from the SPPRA website www.pprasindh.gov.pk

The bids shall be submitted with 2% of the bid value as bid security, in shape of a pay order/call on deposit/Bank draft in favor of the SPPRA, not later than 2:30 p.m. on **11.08.2017**. The bids shall be opened at 3:00 p.m. on the same day in presence of the bidders or their representatives, who choose to attend, at the given below address.

The Procuring Agency may reject all or any bid subject to the relevant provision of SPP Rules, 2010.

Deputy Director (A&F)

Block-08, Sindh Secretariat 4-A, Court Road, Karachi

Ph: 021-99205356, 99203287

Fax: 021-99206291

Part – II

Instructions to Bidder

- (a) Sindh Public Procurement Regulatory Authority expects that aspirant Service Providers should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement.
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space please attach a paper & clearly mention item/column name or number etc that referred the column/item of the Tender Form.
- (c) You can collect the Tender Document from the office of Deputy Director (Admin.& Finance), SPPRA, Barrack No.08, Sindh Secretariat-4A, Court Road, Karachi from July 27, 2017 to August 11, 2017 upto 12:00 noon.
- (d) The last date of submit the Tender Document in sealed envelope is August 11, 2017 by 2:30 pm in the Office of the Deputy Director (A&F), SPPRA, Karachi. The Tender will be opened on same day at 3:00 pm in the presence of representatives who may care to attend.
- (e) Bid Security of 2% of total charges will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Sindh Public Procurement Regulatory Authority.
- (f) Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of pay order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- (g) Should you need further any information please feel free to contact to Admin section of SPPRA on the following numbers: 021-99206287.
- (h) Kindly mentioned "Tender Number" at top left corner of the envelope.

Part-III

Bid Data Sheet

The following specific data for *Decoration & Catering Services of SPPRA Capacity Building Workshop* to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1	Name of Procuring Agency: Sindh Public Procurement Regulatory Authority. SPPRA, Block 8, Sindh Secretariat No. 4A, court road Karachi. Tell. 021-99205369, Fax 99206291
ITB 1	Name of Contract. "Decoration & Catering Services of SPPRA Capacity Building Workshop"
Bid Price and Currency	
ITB 4	Prices quoted by the Bidder shall be " fixed " and in " Pak Rupees " including all applicable per participant.
Preparation and Submission of Bids	
ITB 7	<i>Qualification requirements:</i> <ol style="list-style-type: none">1. Bidders must be Catering & Decoration and Event Management Service Providers of required items with a minimum of three (03) years of experience in service providing; as applicable.2. Bidder /Supplier should have a documented track of completing at least 2 similar assignments, during last 3 (three) years.3. Financial Annual Turnover amounting to Rs. 1.00 Million of last three years (attach bank statement).4. Valid Registration with tax authorities NTN, FBR, SRB etc. is required (attach copies of relevant certificate)
ITB 9	Amount of bid security. 2 % of Bid
ITB 10	Bid validity period. 90 days
ITB 11	Number of copies. One original
ITB 13	Deadline for bid submission. 11.08.2017 at 2:30 PM
ITB 16	Date of opening. 11.08.2017 at 3:00 PM
ITB 19.1	Bid Evaluation: Lowest evaluated bid

Part-IV

Instruction to Bidders

Preparation of Bids

- 1. Scope**
 - 1.1 The Sindh Public Procurement Regulatory Authority (SPPRA) intend to hire Catering & Decoration and Event Management Service for SPPRA Capacity Building Workshops at various districts of Sindh.
- 2. Language of Bid**
 - 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency, shall be written in the English language
- 3. Documents Comprising the Bid**
 - 3.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
 - (b) bid security furnished in accordance with ITB Clause 9.
- 4. Bid Prices**
 - 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
 - 4.2 the prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.
 - 4.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
 - 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 5. Bid Form**
 - 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 6. Bid Currencies**
 - 6.1 Prices Shall be quoted in Pak Rupees.
- 7. Documents Establishing Bidder's Eligibility and Qualification**
 - 7.1 the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Islamic Republic of Pakistan;

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

8.1 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

9. Bid Security

9.1 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:

- (a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank ;
- (b) be submitted in its original form; copies will not be accepted;
- (c) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity

9.2 bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.

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

9.4 The bid security may be forfeited:

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

**10. Period of
Validity of
Bids**

- 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.
- 10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**11. Format and
Signing of Bid**

- 11.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

Submission of Bids

12. Sealing and Marking of Bids

- 12.1 The Bidder shall seal the original Bid. The envelope shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **“BID CATERING & DECORATION AND EVENT MANAGEMENT SERVICE”** **“DO NOT OPEN BEFORE 11.08.2017 at 3.00 PM”**
- 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.

13. Deadline for Submission of Bids

- 13.1 Bids must be received by the Procuring agency at the address specified in BDS, not later than the time and date specified in the Bid Data Sheet.
- 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents. In such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. Late Bids

- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency shall be rejected and returned unopened to the Bidder.

15. Modification and Withdrawal of Bids

- 15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval may result in forfeiture of bid security.

Opening and Evaluation of Bids

16. Opening of Bids by the Procuring agency

- 16.1 The Procuring agency shall open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 16.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its

discretion, may consider appropriate, will be announced at the opening.

- 17. Clarification of Bids** 17.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 18. Preliminary Examination** 18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 19. Evaluation and Comparison of Bids** 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 20. Contacting the Procuring agency** 20.1 No Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

Award of Contract

- | | |
|---|--|
| 21. Post-qualification | <p>21.1 In the absence of prequalification, the Procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.</p> <p>21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 7 as well as such other information as the Procuring agency deems necessary and appropriate.</p> <p>21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p> |
| 22. Award Criteria | <p>22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p> |
| 23. Procuring agency's Right to Accept any Bid and to Reject any or All Bids | <p>23.1 Subject to relevant provisions of SPP Rules 2010, the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.</p> <p>23.2. Pursuant to Rule 45 of SPP Rules 2010, Procuring agency shall host the evaluation report on Authority's website, and intimate to all the bidders three working days prior to notify the award of contract.</p> |
| 24. Notification of Award | <p>24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.</p> <p>24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.</p> |
| 25. Signing of Contract | <p>25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> |

- 25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 26. Performance Security**
- 26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
- 27. Corrupt or Fraudulent Practices**
- 27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:
- (a) **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below;
- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other

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

Part-V
Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1 (g)—The Procuring Agency is: Sindh Public Procurement regulatory Authority (SPPRA).

2. Performance Security (GCC Clause 4)

GCC 4— The amount of performance security, as a percentage of the Contract Price, shall be: 10%.

3. Inspections and Tests (GCC Clause 5)

Representative of Procuring Agency or his nominee shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

4. Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within 45 days after signing the contract and shall submit the following.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty and guarantee certificate;

7. Warranty (GCC Clause 12)

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

8. Payment (GCC Clause 13)

Hundred percent (100%) of the Contract Price shall be paid upon delivery, and satisfactory Installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance certificates duly signed by authorized Representative/nominee of the SPPRA.

9. Liquidated Damages (GCC Clause 18)

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

10. Resolution of Disputes (GCC Clause 21)

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPPR 2010.

11. Applicable Law (GCC Clause 23)

GCC 29.1 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

Part-VI

SCHEDULE OF REQUIREMENTS

**Decoration & Catering Services for two time tea with cookies and Lunch Set-up for
50 participants (Minimum) at Thatta, Dadu, Matiari & Sujawal
(Bidders shall quote their bid / price for each district separately)**

S. #	Descriptio	UNIT	Quantity	Rate	Amount
(a)	Arrangements				
i	Buffet setup including Decoration, crockery, cutlery	Per Head	Setup for 50 participants (minimum)		
ii	Diesel Generator (50 KVA) (Where required)	Lump sum / per hour			
iii	Sound System including two cordless and one collar mic (Where required)	Lump sum			
			Total Amount (a)		
(b)	Lunch & Two Time Tea			Rate per Head	Amount
1.	Two time Tea (with biscuits)	50 Participants (Minimum)			
2.	LUNCH				
i.	Chicken Korma	50 Participants (Minimum)			
ii.	Beef Biryani				
iii.	Sheermal / Nan				
iv.	Raita				
v.	Russian Salad				
Vi.	Cold Drink (Regular) (on actual consumption)				
Vii.	Sweet Dish (Kheer / Custard/ Labe shireen)				
Viii.	Mineral Bottle 500 ML. Nestle or equivalent (on actual consumption)*				
			Sub Total (b)		
			Total (a) + (b)		
			14% SST		
			Grand Total Amount		

Grand Total Amount (in words) _____

Part-VII

SAMPLE FORMS

Form-I

Letter of Acceptance

Date: _____

To:

Managing Director,
Sindh Public Procurement Regulatory Authority,
Block 8, Sindh Secretariat 4A,
Court Road-Karachi.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the Contract Price/ Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2017 _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between *Sindh Public Procurement Regulatory Authority* (hereinafter called "the Procuring agency") of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., supply and installation of Plant, Machinery & Equipment and hardware and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications.
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 2017 _____ to supply *[description of goods and services]* (hereinafter called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



SINDH PUBLIC PROCUREMENT REGULATORY
AUTHORITY
GOVERNMENT OF SINDH

NOTIFICATION

With the approval of Competent Authority, the following Complaint Redressal Committee is hereby constituted under Rule-31 of SPP Rules 2010 for procurement of Works, Goods and Services in SPPRA;

- | | |
|---|----------|
| 1. Director (A&F), SPPRA | Chairman |
| 2. A Representative of AG Sindh | Member |
| 3. An independent professional from relevant field
(to be nominated by the Managing Director, SPPRA) | Member |

Term of References:

ToRs of the committee are as provided under Rule-31 of SPP Rules, 2010.


(Mohammad Ayub Ali Khan)
Deputy Director (A&F)

No. Dir(A&F)/SPPRA/16-17/1175

Dated: Karachi, 09th March, 2017

Copy for Information and necessary action to:

1. The PS to A.G. Sindh, Karachi.
2. The PS to Managing Director, SPPRA.

Deputy Director (A&F)



**SINDH PUBLIC PROCUREMENT REGULATORY
AUTHORITY
GOVERNMENT OF SINDH**

NOTIFICATION

With the approval of Competent Authority, the following Procurement Committee is hereby constituted under Rule-07 of SPP Rules, 2010 for procurement of Works and Goods in SPPRA;

- | | |
|---|----------|
| 1. Deputy Director (A&F), SPPRA | Chairman |
| 2. Deputy Director (Research), SPPRA | Member |
| 3. Representative of Industries Department
(not below the rank of BS-17) | Member |
2. ToRs of the committee are as under;
- i. Preparing Bidding Documents
 - ii. Carrying out technical as well as financial evaluation of the bids.
 - iii. Preparing evaluation report as provided in Rule-45
 - iv. Making recommendations for the award of contract to the competent authority.
 - v. Perform any other function ancillary and incidental to the above.


(Mohammad Ayub Ali Khan)
Deputy Director (A&F)

No. Dir(A&F)/SPPRA/16-17/1174

Dated: Karachi, 09th March, 2017

Copy for Information and necessary action to:

1. The Deputy Director (Research), SPPRA.
2. The PS to Secretary, Industries Department, Government of Sindh, Karachi.
3. The Staff officer to Managing Director, SPPRA.

Deputy Director (A&F)