



Tender Document

Supply of Printed Annual Report

For Sindh Modaraba

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DEFINITIONS

1 INVITATION FOR BIDS (IFB)

Sindh Modaraba Management Limited (SMML) invites proposal for Sindh Modaraba from reputed vendors for the Supply of Printed Annual Report. 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 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 2017)

This TD includes the following Sections:

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

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Admin Officer
Sindh Modaraba
1st Floor, Imperial Court,
Dr. Zia Uddin Ahmed Road
Karachi, Pakistan
Ph: 35640708-9

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

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

Admin Officer
SINDH MODARABA
1ST Floor, Imperial Court,
Dr. Zia Uddin Ahmed Road
Karachi, Pakistan
Ph: 35640708-9

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. SMML 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. SMML will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage - One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** separately. [SPPRA Rule 46 (1-a & b)]

2.4.2 Cost of Bidding

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

2.4.4 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment and such other information as may be specifically requested by Sindh Modaraba (SM). Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately. Standard Forms for Financial Proposal are available in Section [4].

2.4.5 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)]

2.4.6 Bid Security

The SMML shall require the bidders to furnish the Bid Security (Annexure B) of 2% of the total bidding cost in shape of pay order duly attached with the financial proposal, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SMML reasonable time to act, if the security is to be called. See SPPRA Rule 37

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SMML 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 see SPPRA Rule 37

The bid security shall be forfeited by SMML:

- 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 the bidding documents; or
 - Furnish performance security in accordance with bidding documents.

2.4.7 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening announced by SMML; See [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. See SPPRA Rule 38 (7-a)

2.5 Submission of Bids

2.5.1 Bidding Type

This is the Single Stage - One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** separately which should duly marked & sealed by the bidder. See 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 must be received by SMML at the address specified under ITB Section [2.1] within office hours. See [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

SMML 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 SMML 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 SMML 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 SMML shall respond to such queries in writing within three (3) 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 SMML after the deadline for submission of bids prescribed by SMML will be rejected and returned unopened to the Bidder. See SPPRA Rule 24

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 SMML 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.

2.5.7 Cancellation of Bidding Process

1. SMML may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SMML 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. SMML 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

SMML 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 SMML 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, will start its working within the parameters defined in SPPRA Rule 31

SMML's Complaint Redressal Committee 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 SMML as per SPPRA Rule.

SMML shall award the contract only after the decision of the complaint redressal committee is received. See SPPRA Rule 31.

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. See SPPRA Rule 31

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 CNIC of the complainant.
- b) Incriminating evidence of the complaints.

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SMML

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, SMML 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. See SPPRA Rule 43.

2.6.3 Evaluation of Bids

All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents. See SPPRA Rule 42

2.6.4 Evaluation Criteria

SMML shall evaluate proposals using the following eligibility criteria.

Acquiring of 70% marks of the total score will make the bidder qualify for participating into financial bid opening.

S.no.	Description	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence Attached as Annexure
1	Companies on cliental list for relevant services covering last 3 years	20		5 Companies	Work orders / letter / emails to be attached	1
		10		3 Companies		
2	Printing machines	20		10 machines	List of machines with specification	2
		10		5 machines		
3	Printing / Graphic & Designing Setup	10		Own Setup	Attach Complete Detail	3
		05		Third-party		
4	Years in Business in requisite field	20		5 Years and above	NTN Certificate / Company Registration Tax	4
		10		3 Years and above		
5	Turn Over of Last 3 Years	20		10 Million & above	Give details	5
		10		Upto 5 Million		
Total Marks		100		Qualified / Disqualified		

DISQUALIFICATION:

1. The bidder will be considered disqualified during evaluation process if:-
 - (a) Blacklisted or unsatisfactory report from any other sources.
 - (b) Registration with Federal Board of Revenue (FBR) in active taxpayer list otherwise bidder shall be considered disqualified.

2.6.5 Discussion Prior to Evaluation

If required, prior to evaluation of the bid, SMML may, within 7 working days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bid submitted by that Bidder.

2.7 Award of Contract

2.7.1 Award Criteria

SMML 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 with in original or extended period of bid validity.

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

SMML may 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, SMML will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

Within seven days of the award of contract SMML shall hoist the result of bidding process on the website of its own and as well on the website of SPPRA (see SPPRA Rule 50)

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security, SMML will promptly notify each unsuccessful Bidder and will discharge his/her bid security.

2.7.4 Signing of Contract

Within 7 working days from the date of notification of the award the successful bidder shall furnish to SMML particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at Head Office SMML, Karachi, within 10 Days of award of contract.

2.7.5 Performance Security

Within 7 working days of receipt of the notification of award from SMML, the successful Bidder shall furnish the Performance Security of 5% of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period 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 Insurance, acceptable to SMML, located in Pakistan. The award of contract (letter) is issued once the performance security is provided [see SPPRA Rule 39]

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

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SMML 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 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with SMML for all procurements estimated to exceed Rs. 10 million for goods and 2.5 million for works. [SPPRA Rule 89].

3. SCOPE OF WORK

SMML requires Supply of printed of the annual report of Sindh Modaraba for FY-2017.

The sample of report can be obtained from SMML office up to end of tender submission date and time of bid.

4 FINANCIAL PROPOSAL**PRICE SCHEDULE**

(Applicable for the year 2017)

Name of Bidder _____

S. No.	Items	Tentative Quantity	Color	Size	Unit Rate Per Item	Amount (Unit Rate x Quantity)
1	Printing of Annual Report 2017	1100	4	As per sample		

Note:

The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, transportation charges.

1. No advance payment for the supply supplies will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
2. Calculation of bid security 2% of the bid will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft in favor of Sindh Modaraba.
3. The successful bidder will be the one whose total sum of cost is the lowest and minimum qualifying marks in the evaluation criteria.
4. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted.
5. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
6. All terms & conditions of the Contract Agreement (Annexure "F") are part of tender document.
7. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.

We, hereby accept all the terms and conditions as given above.

(Signature of bidder with name, Designation and Company Seal)

Dated: _____

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010(Amended 2017)

“Procuring Agency” or “PA” means SMML.

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

“Contract Price” means the price to be paid for the performance of the Services.

“Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh. “Currency” means Pak Rupees.

“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.

“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 ITB.
- 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 ITB.

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

5.1.5 Taxes and Duties

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

5.1.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.10 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified.

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 fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.1.9.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.1.10 Termination

5.1.10.1 Termination by SMML

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

- a. If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the SMML may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or Bankrupt;
- c. If the Supplier, in the judgment of the SMML has engaged incorrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the SMML, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.1.10.2 Termination by the Supplier

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

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

5.1.10.3 Payment upon Termination

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

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (e) of Clause GC .1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.1.12.2 Arbitration

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

5.1.13.1 Conflict of Interest

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

5.1.13.2 Confidentiality

Except with the prior written consent of the SMML, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2 Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5.2.1 Performance Security

The amount of performance security shall be five (5 %) percent of the Contract Price.

5.2.2 Payment

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

- a. All advance payment will be made against valid Insurance guarantee(s).
- b. SMML will effect payment within 15 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”**6. BID FORM**

Dated: _____

To,

Admin Officer
 SINDH MODARABA
 1ST Floor, Imperial Court,
 Dr. Zia Uddin Ahmed Road
 Karachi, Pakistan
 Ph: 35640708-09

Gentleman,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of Rs. _____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, to provide _____ (Name of the supplied item), that will be in accordance with the terms defined in the proposal and /or contract.

Our firm, including any subcontractors or suppliers for any part of the Contract, has nationalities from the following eligible countries:-

- a. Country _____
 b. Country _____

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to ten percent (10%) of the Contract Price for the due performance of the Contract, in the form prescribed by SMML. (Do mention, if this document have already been provided)

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

(If none, State none)

We understand that you are not bound to accept the lowest or any bid you may receive. Dated this _____ day of _____ 201__

[Signature]_____
[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

7. BID SECURITY FORM

Whereas _____ [name of the Bidder] has submitted its bid dated _____ [date of submission of bid] for supply of Microsoft License Products.

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto SMML (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the SMML binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2017.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SMML during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the SMML not later than the above date.

[Signature and Seal of the Bank]

8. PERFORMANCE SECURITY FORM

To,

Admin Officer
SINDH MODARABA
1ST Floor, Imperial Court,
Dr. Zia Uddin Ahmed Road
Karachi, Pakistan
Ph: 35640708-09

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 201__ to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the budding document and the contract:

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

This guarantee is valid until the _____ day of _____ 201__.

Signature and Seal of the Guarantors

Name of Modaraba

Address

Date

9. INTEGRITY PACT**Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010(Amended 2017)**

_____ [the Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

10. Form of Contract

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Sindh Modaraba, and [Supplier Name], individually referred to as a ‘Party’ and collectively referred to as the Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfil each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 201__.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or
 - Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
 - Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 - Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. Each discloser warrants that it has the right to disclose its confidential information. No other warranties are made. All confidential information disclosed hereunder is provided "as is".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction & preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Modaraba

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

11. Contract Agreement

CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Karachi
on this the _____ day of _____, 201__

BETWEEN

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

AND

SINDH MODARABA, a Modaraba Managed by Sindh Modaraba Management incorporated under the laws of Pakistan and having its HEAD OFFICE 1ST Floor, Imperial Court, Dr. Zia Uddin Ahmed Road Karachi, Pakistan Ph:35640708-09. (Hereinafter referred to as “THE MODARABA”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

“THE MODARABA” intends to acquire the services of “Supplier” for Supply of Printed annual report (goods) for its Head Office and countrywide branches and Supplier agrees to provide the following services to the MODARABA, as per tender opening date _____, along with Price Schedule mentioned in Financial Proposal which is attached herewith and marked as Annexure-A:

The terms and conditions are as follows:

Terms & Conditions:

- All terms and conditions of the tender document will remain part of this agreement.
- A prior notice of 10 days will be given for the supply of requisite supplies and it will be expected within 05 days of issue of the purchase order, the said supplies will be made available at the site.
- A fine of Rs 1,000/- per day will be charged, if the demanded items have not been supplied after 5 days of issuance of purchase order.
- In the event of the default on the part of the Supplier, in the performance of any condition of the contract/tender or delay in supply of the items even after a lapse of 15 days of the issuance of the purchase order, it shall be lawful for the Modaraba to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the Modaraba will be final and will be legal binding on the Supplier.

- The Supplier also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
- The Modaraba reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the MODARABA reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Supplier. The decision of the MODARABA shall be final and binding upon the Supplier.
- Delivery will be made by the Supplier as prescribed by the MODARABA.
- Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.
- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
- A party may change its address for notice by giving a notice to the other Party in writing of such change.

Payment Schedule:

100 % of the total amount for the Supply of Printed annual report will be paid within one month of invoice submission by the supplier.

Performance Guarantee:

5% of the total tender amount of will be retained by the Modaraba as “Performance Security” and will be returned to the supplier after 90 days of supply of complete tender items, including satisfactory confirmation by the branch managers, where the items have been supplied.

Before release of performance security a technical team of the Modaraba will check to confirm the specifications of the supplied items as provided in offered items by the supplier. Any variation if found will disqualify the supplier along with forfeiting of the performance security and will ultimate recommendations to SPPRA authority for blacklisting of the firm.

Authorized Representative:

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

Termination of Agreement by the Insurance:

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

Goods Faith:

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

Settlement of Disputes:

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

Conflict of Interest:

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