



**SOCIAL PROTECTION STRATEGY UNIT  
SINDH SOCIAL PROTECTION AUTHORITY  
GOVERNMENT OF SINDH**

BIDDING DOCUMENTS

PROCUREMENT OF SERVICES FOR  
WEBSITE DESIGN



JANUARY, 2023

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**PART – I**

**INVITATION FOR BIDS**

Social Protection Strategy Unit, Sindh Social Protection Authority, Social Protection Department, Government of Sindh intends to invite sealed bids from eligible bidders for Procurement of Services for Website Design as per Single Stage One Envelope Procedure under Rule-46(1) of Sindh Public Procurement Rules.

<b>Description:</b>	:	Procurement of Services for Website Design
<b>Schedule of Issuance of Bidding Documents</b>	:	From the date of publication up to 6 <sup>th</sup> February, 2023 up at 12:00 Noon
<b>Schedule of Submission</b>	:	6 <sup>th</sup> February, 2023 at 1:00 p.m.
<b>Schedule of Opening</b>	:	6 <sup>th</sup> February, 2023 at 1:15 p.m.
<b>Tender Fee</b>	:	Rs.1000/-
<b>Bid Security</b>	:	2%of the total quoted bid
<b>Method</b>	:	Single Stage One Envelope Procedure

**Terms & Conditions:**

- i. The bidding documents containing evaluation criteria and other relevant details may be collected on payment of Rs.1000/= in favour of “**Social Protection Strategy Unit**” from office of the undersigned and can also be downloaded from [www.ppms.pprasindh.gov.pk](http://www.ppms.pprasindh.gov.pk) and [www.spsu.gos.pk](http://www.spsu.gos.pk).The bids will be submitted / opened in the office of the undersigned.
- ii. Bid security equivalent to two percent (2%) of the bid amount in favour of “**Social Protection Strategy Unit**” must be attached with the bid.
- iii. The bids prepared in accordance with the instructions in the bidding documents, must reach in the office of undersigned as per above mentioned schedule.
- iv. Bid security shall be forfeited to the Government, if the bidder withdraws his/ her bid after opening and before the expiry of the bid validity period or failed to sign the contract if the bid is accepted.
- v. Conditional bid and bid received without bid security shall not be considered.
- vi. In case of undesirable circumstances on submission / opening date & time or if the Government declares a holiday, the tender shall be submitted/opened on the next working day at the same time & venue.
- vii. The Procuring Agency may reject all or any bids as per relevant provision of SPP Rules.
- viii. The Procuring agency may cancel the bidding process at any time prior to the acceptance of a bid or proposal as per SPP Rules.

**Director (Procurement)**  
**Social Protection Strategy Unit**  
**Sindh Social Protection Authority**  
**Government of Sindh,**

**Address:** 5<sup>th</sup> Floor State Life Building No.11, Abdullah Haroon Road, Karachi.  
Tel: +92 21 99206602-04

## PART - II

### Instruction to Bidders

<b>PREPARATION OF BIDS</b>		
<b>1. Scope</b>	1.1	Social Protection Strategy Unit, Sindh Social Protection Authority, Government of Sindh intend to procure the services mentioned in the Terms of References for procurement of services for Website Design.
<b>2. Language of bid</b>	2.1	The bid prepared by the Bidders, 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
<b>3. Documents Comprising the Bid</b>	3.1	The bid prepared by the Bidder shall comprise the following components: <ol style="list-style-type: none"><li>price Schedule completed in accordance with ITB Clauses 4, 5 and 6.</li><li>bid security furnished in accordance with ITB Clause 9.</li></ol>
<b>4. Bid Prices</b>	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.
<b>5. Bid Form</b>	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.
<b>6. Bid Currencies</b>		Prices Shall be quoted in Pak Rupees.
<b>7. Documents Establishing Bidder's Eligibility and Qualification</b>	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. <ol style="list-style-type: none"><li>that, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce/ supply, the bidder has been duly authorized by the goods' Manufacturer</li></ol>

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 unamend 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 Bid Data Sheet with statement.

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 Bid Data Sheet, 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 & 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. Contracting 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**
- 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.
- 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.
- 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.
- 22. Award of Contract**
- 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.

- 23. Procuring Agency's Right to Accept any Bid and to Reject any or all Bids**
- 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.
- 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 days prior to notify the award of contract
- 24. Notification of Award**
- 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.
- 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.
- 25. Signing of Contract**
- 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.
- 26. Performance Security**
- 26.1 Within seven (7) days, or any other period specified in Bid Data Sheet, 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 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 benefit or to avoid an obligation;
- 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 - III

**BID DATA SHEET**

The following specific data for Procurement of Services for Website Design 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.

<b>Introduction</b>		
<b>ITB 1.1</b>	Name of procuring agency of Government of Sindh	Social Protection Strategy Unit, Sindh Social Protection Authority, Social Protection Department, Government of Sindh.
<b>ITB 1.1</b>	Procuring agency's address, telephone, telex, and facsimile numbers.	5 <sup>th</sup> Floor State Life Building No.11, Abdullah Haroon Road, Karachi. Tel: <b>+92-21- 99206602-04</b>
<b>ITB 2.1</b>	Language of the bid	English
<b>Bid Price and Currency</b>		
<b>ITB 4</b>	Bid prices	Pakistani Rupees - Fixed inclusive of all applicable taxes
<b>Preparation and Submission of Bids</b>		
<b>ITB 9</b>	Amount of bid security	2% of total bid quoted
<b>ITB 10.1</b>	Bid validity period	90 days
<b>ITB 10.2</b>	Performance Security	5%
<b>ITB 11.1</b>	Number of copies	One (1) original
<b>ITB 18.2</b>	Address for bid submission	5 <sup>th</sup> Floor State Life Building No.11, Abdullah Haroon Road, Karachi. Tel: +92 21 99206602-04.
<b>ITB 12.1</b>	Deadline for bid submission	<b>6<sup>th</sup> February, 2023 at 1:00 pm</b>
<b>ITB 13.1</b>	Time, date and place for bid opening	<b>6<sup>th</sup> February, 2023 at 1:15 pm</b> at Committee Room of Social Protection Strategy Unit, Sindh Social Protection Authority 5 <sup>th</sup> Floor State Life Building, Abdul Haroon Road, Karachi. Tel: +92 21 99206602-05

## PART-IV

### **ELIGIBILITY AND EVALUATION CRITERIA**

- (a) **Registration:** Bidder must have valid registration with the Federal Board of Revenue for Income Tax;
- (b) **Registration:** Bidder must have valid registration with the Sindh Revenue Board;
- (c) **Active Taxpayer:** Updated documentary evidence regarding ATL status for Income Tax & Sindh Revenue Board
- (d) **Experience:** At least three (3) years relevant experience;
- (e) **Assignments:** Minimum two (02) similar assignments completed in the last three years (Completion certificates or contracts should be attached).
- (f) **Financial Turnover:** Bidder must have financial turnover at least **PKR 5.00 million** during the last three financial years.
- (g) **Non-blacklisting:** Affidavit that the bidder is not blacklisted by any public or private sector organization;

**Note:** *The above information / criteria is mandatory.*

#### **Bidder will also submit the following documents:**

- (a) Company profile describing nature of business and field of experience;
- (b) Tax certificates
- (c) Qualification record, including work orders in the last three (3) years;
- (d) Detail of Relevant Human Resource
- (e) Any other document, including with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.

## Part - V

### General Conditions of Contract

#### **1. Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" mean the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
- (h) "The Procuring agency's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

#### **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

- 3. Country of Origin**
- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Conformance**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Government**
- 5.1 The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency’s country.

**7. Performance Security**

- 7.1 Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
  - a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - b. a cashier's or certified check
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**8. Inspection and Tests**

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 9. Packaging**
- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
- 10. Delivery Documents and**
- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.
- 11. Insurance**
- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.
- 12. Transportation**
- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services**
- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties,



provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

#### **14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pakistani Rupees.

## **17. Prices**

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

## **18. Change Orders**

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;

b. the method of shipment or packing;

c. the place of delivery; and/or

d. the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment

under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

- |   |  |
|---|--|
| <b>19. Contract Amendments</b>                  | 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.   |
| <b>20. Contract Assignments</b>                 | 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.   |
| <b>21. Subcontracts</b>                         | 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.<br><br>21.2 Subcontracts must comply with the provisions of GCC Clause 3.   |
| <b>22. Delays in the Supplier's Performance</b> | 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.<br><br>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.<br><br>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages. |
| <b>23. Liquidated Damages</b>                   | 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.   |

**24. Termination  
Default**

- for** 24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
  - b. if the Supplier fails to perform any other obligation(s) under the Contract.
  - c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

**“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency** 26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
- 27. Termination for Convenience** 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- a. to have any portion completed and delivered at the Contract terms and prices; and/or
  - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 28. Resolution of Disputes** 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
- 29. Governing Language** 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All

correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

- 30. Applicable Law**      30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
- 31. Notices**            31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**    32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

## PART - VI

### 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:, Social Protection Strategy Unit, Chief Minister’s Secretariat, Government of Sindh.
- 2. Performance Security  
(GCC Clause 4)**                      GCC-4      The amount of performance security, as a percentage of the Contract Price, shall be: **5%**.
- 3. Inspection 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 the goods under contract within 15 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;
- 5. Warranty  
(GCC Clause 12)**                                           The goods supplied under this contract shall bear standard warranty (with free parts & labor) from the date of 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.
- 6. Payment  
(GCC Clause 13)**                                           Total contract price shall be paid upon delivery of the products at the delivery site and satisfactory testing/ acceptance certificates duly signed by authorized Representative/nominee of the Social Protection Strategy Unit.

- 7. 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.
  
- 8. 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 Rules - 31, 32 and 34 of the SPP Rules, 2010 (Amended 2017).
  
- 9. Applicable Law (GCC Clause 23)**

Contract shall be interpreted in accordance with SPP Rules.



**TERMS OF REFERENCE**

**Official Website of Sindh Social Protection Authority  
Government of Sindh**

**1. Introduction**

The Sindh Social Protection Authority bill was passed by the Provincial Assembly of Sindh and assented by the Governor of Sindh on 02 August 2022, whereas, the Authority was officially notified by Government of Sindh, dated 20<sup>th</sup> December, 2022. The Authority is well equipped with competent administrative and technical resources and provide oversight to prepare, adopt, and execute need-driven cross-sectoral social protection initiatives. The Authority will liaise and coordinate with relevant entities in Government of Sindh, private sector and civil society organizations, and international development partners and donors for synergetic formulation and implementation of provincial Social Protection policies, strategies and programs. A well-established and integrated service delivery platform will coordinate vertically with federal entities and social protection programs to maintain synergies and foster efforts towards common goals.

**2. Background**

The Government of Sindh is committed to expanding and streamlining social protection interventions to engage with and assist vulnerable citizens through tailored interventions and to achieve priority human development objectives. This commitment has been demonstrated through a number of policy decisions and fiscal allocations in the recent years. Initial efforts of the GoS at creating capacity and piloting interventions have matured to the point where a significant shift is both possible and necessary with respect to the institutionalization, induction of technical capacity and enabling resource allocations to establish an effective functioning social protection system. The establishment of a provincial social protection system in Sindh (alongside similar efforts in other provinces – vide Punjab Social Protection Authority) will allow for more efficient coordination between various tiers of government, particularly the federal government, and integrate various social protection interventions for enhanced impact. An effective and efficient social protection delivery system will contribute to national commitments such as those with respect to SDG1.

**3. Scope of Work**

- a. **Domain and Hosting:** The developer will propose and assist SSPA in purchasing the domain and preferred hosting for at least two years. Proposed domain names: www.sspa.gos.pk,
- b. **Selection of Platform:** The web developer will discuss the scope of work, index of the website and required functionalities and based on which s/he will propose a platform for development of the SSPA website. (JAVA or similar).
- c. **Website Design & Development:** The developer will design a unique template and share several options with SSPA team for review and discussion. The theme must be unique and

catchy, whereas the color scheme should match the logo of SSPA. The SSPA website must present a unique visual look and its functionalities are enhanced to provide a better experience to users. Following the Standard branding guidelines, design a new look-and-feel for the SSPA site capturing the different functionalities outlined in this TOR. The company will develop a **Dynamic** website. Ensure a consistent visual language on the new site by introducing fixed styles in templates and ensuring consistency in fonts, formatting, icons, images, layout techniques. The website design should be adapted to the homepage, sections, subsections and the following components of the site: Chief Minister Message, Director Message, Vision, Mission, Services, and Introduction & Contact Information. Standard page elements including header, footer, tabs, persistent navigation, contact us and email options should be included in the new website. All pages, sections, and subsection webpages should incorporate functionalities to guarantee the latest information on that page, section and subsection are displayed (procurement services, news, resources, publication/guidance, reports, downloads, events). Link the site with other platforms such as MIS, Job Portal. Views counter. SMS Alerts as per request. Social Media integration. FAQs.

- d. **Online Job Portal:** This website will host a complete solution for recruiting human resources. To make the Recruitment process transparent and paperless Online Job Portal will be developed as per the below features. With this Online Career/Job Portal Sindh Social Protection Authority will Post Multiple Jobs and Candidates can create their Profiles and apply for any job.

**Functionalities to include in the SSPA Job Portal:**

The following features will be guaranteed through the Online Job Portal.

- Post & Manage Job Listings
- Multi-Category Support
- Criteria Selection
- Candidates/Applicants Profiling
- Employer Dashboard to Manage Jobs
- Manage Jobs Duration
- Applicant Signup / Login
- Jobs Searching
- Create Applicant Profiles
- Application Submissions
- Upload Relevant Documents
- Applicants/Resumes Notifications
- Email Alerts
- Status Updates
- Searchable content (OCR) optical character recognition

\* Any other requirement if needed during the contract period

- e. **Monitoring and Reporting through Dashboard:** Job Portal Dashboard will be developed to monitor the real time updates of Jobs posting, Applicants Profiling and Submission of Jobs. The SSPA Job Portal Employer & applicant Modules will be linked to Dashboard to access the information and process various cases. This module will also allow an authorized user to search, view and generate various kind of predefined reports for monitoring purposes. This will also support the generation of various reports in MS Excel formats for the administrator. In addition to the above Job Portal Dashboard reports, the system will export the data into MS excel for further analysis and reporting.

**Functionalities to include in the SSPA Dashboard:**

The following features will be guaranteed through the Online Job Portal Dashboard.

- Data Statistics
- Jobs Statistics
- Profile Statistics
- Application Statistics
- Data Extraction in Excel

- f. **Shortlisting:** This module will allow an authorized user to view applicant profiles and shortlist the best candidates as per Job Criteria.

**Functionalities to include in the SSPA Job Portal Shortlisting:**

The following features will be guaranteed through the Online Job Portal Shortlisting.

- Auto Shortlisting of Applicants
- Criteria-wise Shortlisting
- Candidates Comment Option

- g. **Support and Maintenance:** Administrative and technical support, quality control for a period of 6 months after conclusion of assignment.

**4. Duration of Assignment:**

One month after the signing of contract.

**5. Deliverables**

- a. Communicate with the hosting service provider when needed, anticipating and resolving issues of online security, viruses and other threats.
- b. Host and administrate a source code repository for all components of the websites.
- c. Support the integration of third-party code and modules.
- d. Handle all regular website backups and website content downloads as needed.
- e. The web developer will address issues related to hosting/cloud, web hosting /system administration support for certain websites/elements.
- f. Resolving of the issues within one hour of the logging of the compliant.

- g. The firm will be responsible to provide a complete website maintenance services and upgradation service for SSPA's website.
- h. The firm will create, analyze, and update the pages and templates of the SSPA website based on requirement.
- i. Implementation of pages based on visual design templates, and system integration.
- j. Content Management System (CMS) upgrades as needed.
- k. Ensure a consistent visual language on the new site by introducing fixed styles in templates ensuring consistency in fonts, formatting, icons, images, layout techniques.
- l. Standard page elements including header, footer, tabs, persistent navigation, contact us, email and print options should be updated as required.
- m. Social Media integration.
- n. FAQs

**\* Any other requirement if needed during the contract period**

**Part - VIII**

**Sample Forms**

**Form-I**

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

To,  
The Director (Procurement)  
Social Protection Strategy Unit,  
Sindh Social Protection Authority  
Government of Sindh  
Karachi

Dear Sir/madam,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required items 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 five (5) 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 2023.

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

\_\_\_\_\_  
*[in the capacity of]*

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

**Price Schedule in Pak Rupees**

<b>Sr. No.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>

**Inclusive all applicable taxes**

**Name of bidder:** \_\_\_\_\_

**IFB Number** \_\_\_\_\_ **Page of** \_\_\_\_\_

**Signature of bidder** \_\_\_\_\_

**Note:**

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices delivered at SPSU office should include the price of incidental services. No separate payment shall be made for the incidental services.

**Previous Relevant Experience of Supply of Items under Contract**

<b>Sr. No.</b>	<b>Assignment Description</b>	<b>Name/ Contract Details of Client</b>	<b>Cost</b>	<b>Start Date</b>	<b>End Date</b>	<b>Remarks</b>

**Contract Form**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2023 between \_\_\_\_\_ (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 supply of goods viz., \_\_\_\_\_ has accepted a bid by the supplier for supply of those goods 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 \_\_\_\_\_, 2023 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 \_\_\_\_\_ 2023.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

# **INTEGRITY PACT:**

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

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

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

1. M/s. \_\_\_\_\_ hereby declares that it has no obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

2. Without limiting the generality of the foregoing, M/s. \_\_\_\_\_ 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 including the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from \_\_\_\_ [Procuring Agency] \_\_\_\_\_, except that which has been expressly declared pursuant hereto.

3. M/s. \_\_\_\_\_ 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 \_\_\_\_ [Procuring Agency] \_\_\_\_\_ and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. M/s. \_\_\_\_\_ 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 \_\_\_\_ [Procuring Agency] \_\_\_\_\_ under any law, contract or other instrument, be voidable at the option of \_\_\_\_ [Procuring Agency] \_\_\_\_\_.

5. Notwithstanding any rights and remedies exercised by \_\_\_\_ [Procuring Agency] \_\_\_\_\_ in this regard, M/s. \_\_\_\_\_ agrees to indemnify \_\_\_\_ [Procuring Agency] \_\_\_\_\_ for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to \_\_\_\_ [Procuring Agency] \_\_\_\_\_ in an amount equivalent to Ten Time the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by M/s. \_\_\_\_\_ 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 \_\_\_\_ [Procuring Agency] \_\_\_\_\_.

\_\_\_\_\_  
(Procuring Agency)

\_\_\_\_\_  
(Bidders Authorized Signatures with Official Stamp)