



# **Benazir Bhutto Shaheed Human Resource, Research & Development Board.**

**TENDER DOCUMENT**

**FOR**

**SERVICE LEVEL AGREEMENT (SLA)  
FOR OPERATIONAL MAINTENANCE OF  
EXISTING SOFTWARE (FMIS).**

**Tender No. NIT#\_\_\_\_\_**

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

**January, 2018**

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## DEFINITIONS

**“Bid”** means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by BBSHRRDB.

**“Bid with Lowest Evaluated Cost”** means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

**“Bidder”** means a person or entity submitting a bid;

**“Bidding Documents”** means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

**“Bidding Process”** means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

**“Blacklisting”** means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

**“Calendar Days”** means days including all holidays;

**“Conflict of Interest”** means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to BBSHRRDB to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the Procuring Agency under the contract;
- (iv) where an official of the BBSHRRDB engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

**“Consultant”** means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents,

inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

**“Consulting Services”** means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services,

supervision, social and environmental assessments, technical assistance, and programme implementation;

**“Contract”** means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

**“Contractor”** means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

**“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below;

**“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

**“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, non-competitive levels for any wrongful gain;

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

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

**“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material

to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

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

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

**“Government”** means the Government of Sindh;

**“Head of the Department”** means the administrative head of the department or the organization;

**“Lowest Evaluated Bid”** means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

**“Lowest Submitted Price”** means the lowest price quoted in a bid, which is otherwise not substantially responsive;

**“Mis-procurement”** means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

**“Notice Inviting Tender”** means the notice issued by a Procuring Agency through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

**“Open Competitive Bidding”** means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“**BBSHRRDB**” means Benazir Bhutto Shaheed Human Resource Research & Development Board;

“**Services**” means any object of procurement other than goods or works, and includes consultancy services;

“**Substantially Responsive Bid**” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“**Supplier**” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“**Value for Money**” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole life cost and quality to meet BBSHRRDB’s requirements.

# 1 INVITATION FOR BIDS (IFB)

Benazir Bhutto Shaheed Human Resource Research and Development Board (BBSHRRDB) invites proposal from reputed vendors for the Service Level Agreement (SLA) for operational maintenance of existing software (FMIS).

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

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 (Amended 2013) issued thereunder (“SPPRA”) which can be found at [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk). For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 (Amended 2013).

This TD includes the following Sections:

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

Proposals must be submitted in drop box at the below mentioned address;

Yours sincerely,

**(Procurement Section)**

**Benazir Bhutto Shaheed Human Resource Research and Development Board**

Universities & Boards, Government of Sindh.

5th Floor, State Life Building No.3,

Dr. Ziauddin Ahmed Road, Karachi.



## **TENDER NOTICE**

### **SERVICE LEVEL AGREEMENT (SLA) FOR OPERATIONAL MAINTENANCE OF EXISTING SOFTWARE.**

Benazir Bhutto Shaheed Human Resource Research and Development Board (BBSHRDB) invites sealed tenders from eligible interested IT Firms for maintenance of existing Financial Management Information System (FMIS) of BBSHRDB as specified in the tender document under Single stage – two envelope procedure, Rule-46(2), of SPP Rules, 2010 (amended 2017).

The interested IT Firms are required to submit bidding documents along with the following Eligibility Criteria as per SPP Rule-46(2):

- (i) Details of similar works and cost, completed during the last 05 years with completion certificates.
- (ii) Financial statement of last three years,
- (iii) Registration with FBR (Federal Board of Revenue) for income tax, sales tax in case of procurement of goods.
- (iv) Registration with SRB (Sindh Revenue Board) in case of procurement of works & services.
- (v) Certificate to the effect that the firm / contractor / Manufacturer is not involved in litigation with any Department (Government/ Semi- Government Autonomous or other Clients).
- (vi) An undertaking on stamp paper by the firm / contractor to the effect that “Neither the firm/contractor nor its Directors/ stakeholders as a whole or as a part of the company/ organization”, have ever been blacklisted/ defaulted with any Government Agency/ Department/ Organization and also that the information supplied by the firm/ contractor is correct.

Interested bidders can obtain tender document upon payment of tender document fee (non-refundable) through pay order or Bank draft of PKR.500/- in favor of Secretary-BBSHRDB as per schedule given below from the office of Deputy Director (procurement), BBSHRDB during office hours w.e.f the date of publication in dailies of this notice till **January 22, 2018**. Alternatively the documents may also be downloaded from the website [www.bbsydpsindh.gov.pk](http://www.bbsydpsindh.gov.pk) or [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk). The companies downloading the documents from the website must submit Tender document fee as mentioned above at the time of submission of the bids. Bids complete in all respect along with 2% of the bid security in the shape of Pay Order in favor of Secretary-BBSHRDB must reach by or before **11:00 AM, January 22, 2018**, at the address given below. The bids will be opened on same day at 11:30 AM by the Procurement Committee-BBSHRDB in presence of the bidders or their representatives.

Under following conditions bid will be rejected:-

- (i) Conditional and telegraphic bids/tenders.
- (ii) Bids not accompanied by bid security of required amount and form.
- (iii) Bids received after specified date and time.
- (iv) Black listed firms.

Bids shall remain valid till 90 days of submission. BBSHRDB will not be responsible for any cost or expense incurred by bidding firms and reserves the rights to accept/reject any offer/proposal as per SPP Rules 2010 or terminates the procurement process at any time subject to relevant provisions of Sindh Public Procurement Rules 2010 (amended 2017).

### **(Procurement Section)**

**Benazir Bhutto Shaheed Human Resource Research and Development Board**

Chief Minister's Secretariat

Government of Sindh

5th Floor, State Life Building No.3,

Dr. Ziauddin Ahmed Road, Karachi.

Phone: 021-99201005-7 Fax: 021-99201004

[www.bbsydpsindh.gov.pk](http://www.bbsydpsindh.gov.pk)

## **2 INSTRUCTION TO BIDDERS (ITB)**

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website [www.sppra.org](http://www.sppra.org) will be taken as part and parcel of this tender document and the agreement thereof. Accordingly, the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

### **2.1 Correspondence Address**

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

#### **(Procurement Section)**

**Benazir Bhutto Shaheed Human Resource Research and Development Board**

Universities & Boards, Government of Sindh

5th Floor, State Life Building No.3,

Dr. Ziauddin Ahmed Road, Karachi.

Phone: 021-99201005-7 Fax: 021-99201004

Stahims0@gmail.com

### **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. Procuring Agency 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. Procuring Agency 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 or any other.

### **2.4 Preparation of Bids**

#### **2.4.1 Bidding Process**

This is the Single stage – two envelope procedure, Rule-46(2), of SPP Rules, 2010 (amended 2017).; the bid shall comprise a single package containing two separate envelopes. Each

envelope shall contain separately the **FINANCIAL PROPOSAL** and the **TECHNICAL PROPOSAL**.

#### **2.4.2 Cost of Bidding**

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

#### **2.4.4 Company Profile**

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as nonresponsive.

#### **2.4.5 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 including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by Procuring Agency. 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 [5].

#### **2.4.6 Bid Currencies**

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

#### **2.4.7 Bid Security**

The Procuring Agency shall require the bidders to furnish the Earnest Money of 2% of the total bidding cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the Procuring Agency reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non – responsive.

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

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
  - Sign the contract in accordance with ITB Section [2.7.4]; or
  - Furnish performance security in accordance with ITB Section [2.7.5].

#### **2.4.8 Bid Validity**

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

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

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

### **2.5 Submission of Bids**

#### **2.5.1 Sealing and Marking of Bids**

This is the Single stage – two envelope procedure, the bid shall comprise a single package containing two separate envelopes. **TECHNICAL PROPOSAL** (duly filled in all respect) and **FINANCIAL PROPOSAL**.

#### **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 BBSHRRDB at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

#### **2.5.3 Extension of Time Period for Submission of Bids**

BBSHRRDB 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 BBSHRRDB is unanimous in its view that wider competition may be ensured by extending the deadline. In such case, the bids submitted may be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the Procuring Agency 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 Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

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

#### **2.5.5 Late Bids**

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

#### **2.5.6 Withdrawal of Bids**

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by Procuring Agency prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

#### **2.5.7 Cancellation of Bidding Process**

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

Procuring Agency 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 Procuring Agency during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

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

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

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

Procuring Agency 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 Procuring Agency. [SPPRA Rule 31(5)]

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

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

A bidder not satisfied with decision of the Procuring Agency complaints' redressal committee may lodge an appeal to the Chief Secretary through the Authority, who shall refer the matter to a review panel in accordance with ITB section [2.5.9]; [SPPRA Rule 31(8)]

A bidder may file an appeal to the Chief Secretary provided; [SPPRA Rule 31(9)]

1. that the bidder has exhausted his complaint to the complaint redressal committee [SPPRA Rule 31(9-a)]; and
2. That he has not withdrawn the bid security deposited by him during the procurement process. [SPPRA Rule 31(9-b)]

The bidder must submit the appeal to the Chief Secretary with the following documents: [SPPRA Rule 31(10)]

1. a letter stating his wish to appeal to the Review Panel and the nature of complaint; [SPPRA Rule 31(10-a)]

2. a copy of the complaint earlier submitted to the complaint redressal committee of the Department and all supporting documents in a sealed envelope; [SPPRA Rule 31(10b)] and Upon receipt of an appeal and registration fee, the Chief Secretary shall select a Review Panel to examine the complaint. Simultaneously, the Authority shall inform the bidder and the Head of the concerned Department of the action taken by the Chief Secretary. [SPPRA Rule 31(11)]

On receipt of reference from the Chief Secretary, the Chairperson of the Review Panel shall convene a meeting of the review panel within five working days. [SPPRA Rule 31(12)]

Unless the Review Panel recommends dismissal of the complaint being frivolous, in which case the bidder shall lose the bid security deposited with the Procuring Agency, the Review Panel may: [SPPRA Rule 31(13)]

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]
2. state the rules or principles that govern the subject matter of the complaint; [SPPRA Rule 31(13-b)]
3. point out the infirmities and breach of rules and regulations by the procuring agencies; [SPPRA Rule 31(13-c)]
4. suggest annulment in whole or in part of a non-compliant act or decision of a Procuring Agency, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the Procuring Agency is in breach of its obligations under the Act, Rules or Regulations, suggest the payment of compensation by the officer(s) responsible for misprocurement for cost incurred by the bidder on preparation of bid, including the cost of the complaint registration fee paid by the complainant; [SPPRA Rule 31(13-e)]or
6. Recommends that the procurement proceedings may be terminated, in case the procurement contract has not been signed. [SPPRA Rule 31(13-f)]

It shall be mandatory for both, the complainant and the Procuring Agency to appear before the Review Panel as and when called and produce documents, when so required. The Review Panel shall issue the notice of appearance to the Head of the Department for its service who shall ensure the attendance of the Head of Procuring Agency along with relevant record. In case of failure of Head of Procuring Agency to appear before review panel despite service, the Authority shall bring the matter to the notice of Chief Secretary. In case the complainant fails to appear twice, despite service the reference may be decided ex-parte. The Review Panel shall hear the parties and give its recommendations to the Authority within thirty days of receipt of reference. In case, more time is required, the Review Panel may seek extension from the Chief Secretary through the Authority enumerating the reasons for delay. The Authority shall submit these recommendations to the Chief Secretary who shall decide the appeal keeping in view the recommendations of the Review Panel; Provided that the Chief Secretary may refer the matter back to the Review Panel, if there is some ambiguity or vagueness in the recommendations and a clarification is to be sought. The Review Panel shall clarify the matter within seven calendar days, following which the Chief Secretary would decide the matter; [SPPRA Rule 31(14)]

The decision of the Chief Secretary shall be final and the Procuring Agency shall act upon such findings. After the decision has been issued, the complaint and the decision shall be hoisted by the Authority on its website within three working days; Provided that no information shall be

disclosed if its disclosure would be against the public interest or may jeopardize national security. [SPPRA Rule 31(15)]

### **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.

### **2.5.9 Review Panel**

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

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

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

The Specialists shall be grouped into a number of Review Panels, each with a nominated Chairperson, both as approved by the Chief Secretary. Each panel shall have a minimum of 3 members, one from each of the groups listed in sub rule (2) above and up to 2 co-opted members on a case-by-case basis depending upon the nature of the complaint. [SPPRA Rule 32(3)]

The specialists shall be paid remuneration for their services as determined by the Authority from time to time with the approval of the Chief Secretary. [SPPRA Rule 32(4)]

### **2.5.10 Matters not subject to Appeal or Review**

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

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

## **2.6 Opening and Evaluation of Bids**

### **2.6.1 Opening of Bids by BBSHRRDB**

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

### **2.6.3 Preliminary Examination**

Procuring Agency will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

Procuring Agency may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of Procuring Agency.

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

### **2.6.4 Supplier Evaluation Criteria**

All bids shall be evaluated in accordance with the evaluation criteria. [SPPRA Rule 42 (1)] Procuring Agency will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

### **2.6.5 Eligibility Criteria**

Procuring Agency shall evaluate proposals using the following eligibility criteria.

<b>S. No.</b>	<b>Requisite</b>	<b>Vendor Action</b>	<b>Sufficient Evidence Produced</b>
---------------	------------------	----------------------	-------------------------------------

1	Valid Registration under companies' ordinance/or any other relevant professional body (as applicable) in relevant category and discipline	(Copies are to be attached as proof)	Yes	No
2	Registration with SRB/FBR and Income Tax Authorities (where applicable)	NTN Certificate / Letter of Incorporation / Company Registration Letter is required to be enclosed	Yes	No
3	experience in developing software and providing IT Solutions during last 5 years	documentary proof/ work orders/client certificates/ completion certificates	Yes	No
4	experience in developing software specific for accounting and financial management systems during last 3 years		Yes	No
5	Affidavit that firm has never been blacklisted	Stamp paper with attestation	Yes	No
<b>Qualified / Disqualified</b>				

**QUALIFICATION:** - In Eligibility Criteria, a single non-compliance of a requisite will make the bidder disqualify. (Single Stage-Two Envelope Procedure)

**ELIGIBILITY CRITERIA NOTE**

1. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on BBSHRRDB & SPPRA websites regularly.

**MANDATORY**

1. GST/Income Tax Registration.
2. Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.
3. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).

4. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the Procuring Agency will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
5. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
6. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.
7. Attach Affidavit, duly signed by the CEO of the company stating the ability to print tendered items within 24 hours in case of emergency.

## **DISQUALIFICATION**

### **The bidder will be considered disqualified prior to/during technical/financial evaluation process or after award contract if:**

1. On black list of SPPRA & Procuring Agency.
2. Issued with two (2) warning letters/emails by the Procuring Agency in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered.
4. Alternate bid is offered.
5. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
6. The qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without Tender Fee.
8. If during verification process of the client list the response by any of the Procuring Agency is unsatisfactory on account of previous performance.
9. After Contract, if the document/ information is found different with the document/information produced in front of committee at the time of technical evaluation.
10. In the past, the company agreement has been prematurely terminated after due qualification in any of the category of the tender.

### **2.6.6 Discussions Prior to Evaluation**

If required, prior to evaluation of the bid, BBSHRRDB may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bid submitted by that Bidder.

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

Subject to ITB Section [2.7.2], BBSHRRDB 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.

### **2.7.2 BBSHRADB's Right to Accept Any Bid and to reject any or all Bids**

Procuring Agency 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, Procuring Agency 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.

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

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], Procuring Agency will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

### **2.7.4 Signing of Contract**

Within 5 Days from the date of notification of the award the successful bidder shall furnish to Procuring Agency particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favour of such person.

The Contract shall be signed by the parties at Head Office of Procuring Agency, Karachi, within 07 Days of award of contract.

### **2.7.5 Performance Security**

Within 07 DAYS of receipt of the notification of award from Procuring Agency, the successful Bidder shall furnish to Procuring Agency the Performance Security of 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to Procuring Agency, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event Procuring Agency 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 Procuring Agency and returned to the bidder not later than thirty (30) days following the date of successful completion of the Bidder's performance obligation under the Contract.

### **2.7.6 General Conditions of Contract**

For detailed General Condition of Contract refer to Section [5.1] of this TD.

### **2.7.7 Special Conditions of Contract**

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

### **2.7.8 Integrity Pact**

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

### **2.7.9 Non-Disclosure Agreement**

The successful bidder shall upon the award of the contract execute a Non Disclosure Agreement with BBSHRRDB. *[Specimen is attached in Annexure “E”]*

## **3. SCOPE OF WORK**

### **Purpose of the FMIS:**

In order to streamline the accounting procedure, establish budgetary and financial control as well as to conceive training related data for its effective management and future planning/decision, customized software is developed which has met all the existing requirement of this organization. Moreover, it is capable to create new Cost Centers, modify Chart of Accounts, add new Head of Accounts and provide Reports on the formats as required by the Board’s management as well as

other entities like Foreign Donors, Economic Affairs Division, Finance Department, Planning & Development Department, Chief Minister's Secretariat etc.

## **OBJECTIVES AND REQUIREMENTS:**

### **SERVICE LEVEL AGREEMENT (SLA) FOR OPERATIONAL MAINTENANCE OF EXISTING SOFTWARE.**

1. Debugging of real time issues. (error correction and optimization)
2. Make changes as per requirements. (evaluation, controlling and making modifications)
3. Development of any additional requirement/ modules.
4. Time to time generating of user required reports.
5. Any time development/ rectification in FMIS to make it easier to use, more efficient user friendly.

### **Modules of the FMIS: (not limited to.)**

1. Budget.
2. Accounts.
3. Training Management:
4. Payroll.
5. Assets.
6. Project Management Units.

### **1-Budget:**

1. Allocation of Budgets to each cost center.
2. Additional funding.
3. Re-appropriation under certain heads.
4. Monitoring and reporting on budget (periodical).
5. General Ledger of each cost center.
6. Subsidiary of each cost center.
7. Head wise expenditure and budget balance (periodical).
8. Centralized reporting of all cost centre (periodical).

### **2-Accounts:**

1. Entry of expenditure with tax deductions.
2. Bank payment voucher
3. Bank receipt voucher
4. Adjustment voucher
5. Cheque list(for bank)
6. Bank advice (for bank and training provider)
7. Monthly and Annual expenditure with budget balance
8. Subsidiary ledger :
  - a. Employee wise ;
  - b. DMC wise; and
  - c. Vehicle wise
9. Consolidated budget and expenditure of all cost centers
10. Voucher register

- 11 Cash book
- 13 Bank Challan.
- 13 Annual expenditure with monthly breakup (for audit purpose)
- 14 Bank reconciliation (import and export of data to excel).
- 15 Transfer of whole transaction from one cost centre to another

### **3-Training Management System:**

- 1. Assignment of training trades/distt:/firms to program officers.
- 2. Program officer wise report of work done and to be done.
- 3. Subsidiary record of training cost and stipend with number of trainees:
  - a. Firm wise
  - b. Phase wise
  - c. Installment wise
  - d. Year wise.
  - e. Stipend, attendance, training cost, arrears and all things related to training. Everything electronic approach
  - f. DMCs, POs DPCs and Management.

### **4 -Payroll:**

- 1. Government servants ( income tax and other deductions)
- 2. Contractual officers (income tax deduction)
- 3. Contractual staffs (deduction for absence)
- 4. Contingent staffs (deduction for absence).
- 5. Last pay certificate.
- 6. Bank Challan for deposit of deducted amount.
- 7. Salary sheets(printed)
- 8. Salary slips of each employee.
- 9. Annual salary statement (for income tax returns).

### **5-Assets Management:**

- 1. Recording of existing assets (at realized value).
- 2. Procurement of new assets (office wise).
- 3. Major repair (addition to cost).
- 4. Disposal of assets (by auction, exchange, discard and gift).

### **6-PMUs (Project Management Units)**

- 1. Allocation of funds (head wise).
- 2. Training Trades, Distt., Number of Trainees.
- 3. Date of commencement and completion of trainings
- 4. Release of funds in trenches
- 5. Entry of reported expenditure
- 6. Statement for further release (draft release order).
- 7. Number of Trainees Trained/Employed
- 8. Un-utilized amount refunded
- 9. Fix assets procured out of funds released since 2008.
- 10. Program Officers and DPCs

13.1 Criteria, sub criteria, and point system for the evaluation of Simplified Technical Proposals (STP) are:  
**(A) Adequacy of the Experience, proposed technical approach, methodology and work plan in responding to the Terms of Reference: 50**

Parameters	Points
Firm's experience in providing IT Solutions during last 5 years [along with documentary proof/ work orders/client certificates/ completion certificates] 03 marks for each completed assignment.	15
Firm's experience in developing softwares specific for accounting and financial management systems during last 3 years [along with documentary proof/ work orders/client certificates/ completion certificates] 05 marks for each completed assignment.	15
Financial Stability ( Last five years)02 marks for each Year.	10
Approach & methodology of maintaining the FMIS I. Understanding of FMIS – 5 Marks II. Strategy for executing work logical, efficient timeliness of the work plan towards maintaining the software and other issues) – 05 Marks	10
<b>Total points for criterion (A):</b>	<b>[50]</b>

**(B) Key professional staff qualifications and competence for the assignment: 50**

<b>Project Manager /Team Leader</b>	Qualification, Experience & Knowledge based	20
<b>Full time Developers</b>	Bidder to provide details of Full time technical staff on its payroll for at least one year 10 Marks for each Developer	20
<b>Team Composition for this Assignment</b>	Bidder to provide details of Proposed team for completion of this assignment, out of staff on its Payroll for at least one year.	10
<b>Total points for criterion (B):</b>		<b>[50]</b>

**Total points for the two criteria: 100**

Minimum qualifying marks: **70 points**

Remuneration Type: **Lump sum**

Expected date and address for contract negotiations: **January, 2018**

**24.2** Successful Bidder is required to submit performance security in the form of pay order/demand draft or bank guarantee: 10 % of the contract price

**5.1 Bidder** undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 2.5 million



## **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 2013).

“Procuring Agency” or “PA” means BBSHRADB.

“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.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

### **5.1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

### **5.1.3 Notice**

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

- 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 SC.

#### **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 Procuring Agency 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 Law as specified in the SC, 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 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

#### **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 BBSHRRDB**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the Procuring Agency 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 Procuring Agency may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- 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;
- 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 Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### **5.1.10.2 Termination by the Supplier**

The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 5.1.10.2

- a. If the Procuring Agency 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 Procuring Agency 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 (f) of Clause GC 5.1.10.1, 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 the BBSHRADB and the Bidder 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 Data Ownership**

The data in the implemented Computer System shall at all times remain the exclusive property of BBSHRADB. The Contractor is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to Procuring Agency upon successful commissioning of the Computer System and should not be available to any other party including the employees of the Contractor.

#### **5.1.14 Obligations of the Supplier/ Contractor**

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

##### **5.1.14.1 Conflict of Interest**

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

#### **5.1.14.2 Confidentiality**

Except with the prior written consent of the Procuring Agency, 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 (10%) percent of the Contract Price

### **5.2.2 Payment**

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

### **5.2.3 Price**

Schedule of prices (lowest submitted) shall be as fixed in the Contract.

## Annexure “A”

### BID FORM

[IT SHOULD BE SPECIFIC TO EACH CONTRACT AND WILL HAVE TO BE TAILORED SEPARTELY FOR EACH TENDER DOCUMENT]

Dated: \_\_\_\_\_, 2015

To,

The Secretary,  
Benazir Bhutto Shaheed  
Human Resource Research and Development Board,  
Universities & Boards  
Government of Sindh  
5th Floor, State Life Building No.3,  
Dr. Ziauddin Ahmed Road, Karachi

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 currency \_\_\_\_\_ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide goods/work/related service], 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, have nationalities from the following eligible countries

\_\_\_\_\_.

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 BBSHRRDB.

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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:



**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 \_\_\_\_\_ 2018.

\_\_\_\_\_

\_\_\_\_\_

*[Signature]*

*[In the Capacity of]*

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

## **Annexure “B” 7. BID SECURITY FORM**

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the maintenance of FMIS-BBSHRADB.

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 BBSHRADB (hereinafter called “Procuring Agency”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 2018.

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 BBSHRADB 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 Bank not later than the above date.

*[Signature and Seal of the Bank]*

## **Annexure “C” 8. PERFORMANCE SECURITY FORM**

To,

The Secretary,  
Benazir Bhutto Shaheed  
Human Resource Research and Development Board,  
Universities & Boards  
Government of Sindh  
5th Floor, State Life Building No.3,  
Dr. Ziauddin Ahmed Road, Karachi

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_ 2018 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 \_\_\_\_\_ 2015.

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**

## **Annexure “D” 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**

\_\_\_\_\_ [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:** \_\_\_\_\_

**"Annexure E"**

**11. SCHEDULE OF OPENING AND SUBMISSION OF BID**

For details refer to Newspaper Advertisement published on the subject matter.

## Annexure “F” 10. Form of Contract

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Sindh Bank Limited, 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 \_\_\_\_\_ 2018.
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 and 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.

**BBSHRDB**

**Company Name:**

**Registered Address:**

**Registered Address:**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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



**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC**

**PAYABLE BY CONTRACTORS**

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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

[Name of Contractor] accepts full responsibility and strict liability 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be avoidable at the option of PA.

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

.....

[Procuring Agency]

[Contractor]

## STANDARD FORMS

*(Note: Standard Forms provided in this document for securities are to be issued by a bank. In Case the bidder chooses to issue a bond for accompanying his bid or performance of contract Or receipt of advance, the relevant format shall be tailored accordingly without changing the Spirit of the Forms of securities).*

### FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

Address: \_\_\_\_\_

Name of Principal (Bidder) with

Address: \_\_\_\_\_

\_\_\_\_\_

Sum of Security (express in words and

Figures): \_\_\_\_\_

\_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) That the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) That in the event of;
  - (a) The Principal withdraws his Bid during the period of validity of Bid, or
  - (b) The Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) Failure of the successful bidder to
    - (i) Furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) Sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

The entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of no withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness: 1. Signature

1. \_\_\_\_\_  
\_\_\_\_\_

1. Signature \_\_\_\_\_  
2. Name \_\_\_\_\_  
3. Title \_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_  
\_\_\_\_\_

(Name, Title & Address)

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY**

**(Bank Guarantee)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry Date

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

Address: \_\_\_\_\_

Name of Principal (Contractor) with

Address: \_\_\_\_\_

Penal Sum of Security (express in words and

Figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall Sindh Public

Be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

\_\_\_\_\_

Guarantor (Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

\_\_\_\_\_

2. Name \_\_\_\_\_

Corporate Secretary (Seal)

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name, Title & Address)

Corporate Guarantor (Seal)

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement||) made on the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ between \_\_\_\_\_ (hereinafter called the —Procuring Agency||) of the one part and \_\_\_\_\_ (hereinafter called the —Contractor||) of the other part.

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

NOW this Agreement witnessed as follows:

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

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

Signature of the Contactor

Signature of the Procuring Agency

\_\_\_\_\_

\_\_\_\_\_

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for \_\_\_\_\_  
\_\_\_\_\_  
(Particulars of Contract), with  
\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
(Guarantor (Scheduled Bank))

Witness:



**INDENTURE FOR SECURED ADVANCES.**

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the ..... day of ..... -197--" BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work) :-

(Here enter (the description of the works).<sup>1</sup>

AND WHEREAS the contractor has applied to the..... — ..... for an advance to him of Rupees ..... (Rs. ....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labor and other charge) AND

WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. .... ) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). The said works signed by the contractor

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on ..... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... (Rs. ....) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow:-

- (1) That the said sum of Rupees ..... (Rs. .... ) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been

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Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other

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Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer -----(hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been

made previously the value for this purpose being determined in respect of each description

of material at (he rates at which the amount of the advances made under these presents were

calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor

to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... (Rs. ....) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer..... Circle whose.....decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the\* ---- --\_..... on behalf of the Governor of Sindh and the said.....  
— ..... - ..... --have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by\* In the presence of

Seal

1st witness

2nd witness

Signed, sealed and delivered by\* In the presence of