

## FRAMEWORK CONTRACT

### INVITATION FOR BID (IFB)

#### FOR

### **HIRING A CREATIVE ADVERTISING AGENCY/MEDIA HOUSE/BIDDER FOR THE PRODUCTION & BROADCASTING OF A MASS AWARENESS CAMPAIGN FOR BACK-TO-SCHOOL, ENROLLMENT & RETENTION DRIVE 2022 THROUGH LOCAL RADIO CHANNELS IN SINDH PROVINCE.**

IFB No: RSU-SE&LD/UNICEF/SESP/PSM/2022-23.

Project: RSU & UNICEF ROLLING WORK PLAN-2022-23

Purchaser: Government of Sindh

Beneficiary: Reform Support Unit, School Education & Literacy Department

The Reform Support Unit, School Education and Literacy Department, Government of Sindh has received Grant from UNICEF towards the cost of the Sindh Education Sector Project and intends to apply part of the proceeds to hire non-consulting services. The non-consulting services ("the Services") include "Hiring a Creative Advertising Agency/Media House/Bidder for Production & Broadcasting of Mass Awareness Campaign for Back to School, Enrollment & Retention Drive 2022 Through Local Radio Channels in Sindh Province".

1. Reform Support Unit, School Education and Literacy Department, Government of Sindh invites sealed bids from well-reputed media agencies/houses/consultants/bidders (Registered with the Income Tax Department and Sindh Revenue Board) with at least five years of experience related to Production and Broadcasting Public Service Messages (PSM) through local Radio channels.
2. **Method of Procurement:** Bidding shall be conducted through Open Competitive Bidding (Single Stage-One Envelope) procedures specified in Rule No. 46 (1) of SPPRA Rules 2010 (Amended up to date) and is open to all eligible bidders as defined in the bidding document.
3. **Procedure of Procurement:** Open Competitive Bidding (National Competitive Bidding) Rule 15-B (2) of the Sindh Public Procurement Rules, 2010 (Amended up to date).
4. **Duration of the Contract:** Twelve (12) months/one year from the date of signing the contract as per SPPRA Rule 15-B (2) (Amended up to date).
5. **Tentative Date of Supply:** As per the release of funds and identification of need.
6. **Qualification/eligibility criteria:** Refer to SECTION-VI of the bidding document.
7. Interested eligible Bidders may obtain further information from the Reform Support Unit, Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh, and inspect the bidding documents from 09:00 Hrs. to 16:00 Hrs. Monday to Friday, exclusive holidays.
8. Any interested eligible bidder may obtain a complete set of bidding documents upon submitting a written application to the above office and upon payment of a non-refundable amount of Rs. 1000/- (One thousand only) in the form of a Demand Draft / Pay Order in favour of Reform Support Unit, UNICEF Funds or can be downloaded from the Website <https://ppms.pprasinhd.gov.pk/PPMS> & <https://rsu-sindh.gov.pk/downloads/tenders.php>. Bidders who download the document from the Website and wish to participate in the bid will be required to submit the cost of the bid document at the time of bid submission; otherwise, the bid will be considered non-responsive.
9. Bids must be delivered before the time, date, and address provided below. Late submissions will be rejected. Bids will be opened in the presence of bidders' representatives who choose to attend the bid opening ceremony.
10. To avoid overcrowding at the public bid opening meeting, only one representative of a participating bidder wearing a COVID-19 protective mask shall be allowed to attend the meeting.



11. Bids must be accompanied by bid security from a reputable bank, whether local or international. The amount of Bid Security required is 2% of the total bid amount in a pay order /demand draft favouring Reform Support Unit, UNICEF Funds.
12. The Procuring Agency may reject all or any bid or proposal at any time prior to the acceptance of a bid or proposal. Subject to the relevant provision of SPPRA Rules, 2010 (Amended up to date). The Procuring Agency, upon request, communicates to the bidder who submitted a bid or proposal the grounds for its rejection of all bids or proposals but is not required to justify those grounds.
13. The procurement shall be governed by SPPRA Rules 2010 (amended up to date).
14. In case of a Public Holiday declared by Governments, the tenders will be opened on the next working day.
15. The firms already in disciplinary action, defaulters, or blacklisted with any government organization will not be allowed to participate.
16. **Address for bid submission and opening:**

Attention:

**Chief Program Manager**

**Reform Support Unit**

**School Education & Literacy Department**

**Government of Sindh**

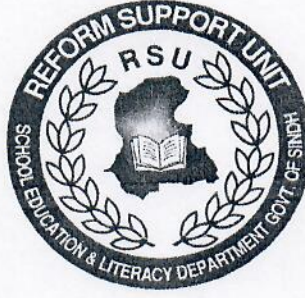
**Address: Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh**

**Date: Monday 21<sup>st</sup> November 2022**

**Submission Time: 15:00 Hours (PST)**

**Opening Time: 15:30 Hours (PST)**





# **BIDDING DOCUMENT**

**NATIONAL COMPETITIVE BIDDING (NCB)  
(SINGLE STAGE ONE ENVELOPE)**

**FRAMEWORK CONTRACT FOR**

**HIRING A CREATIVE ADVERTISING AGENCY/MEDIA HOUSE/BIDDER FOR THE PRODUCTION & BROADCASTING OF A MASS AWARENESS CAMPAIGN FOR BACK-TO-SCHOOL, ENROLLMENT & RETENTION DRIVE 2022 THROUGH LOCAL RADIO CHANNELS IN SINDH PROVINCE.**

**Procurement Reference Number: RSU-SE&LD/UNICEF/SESP/PSM/2022-23**

► Name of Office ◀

Reform Support Unit,  
School Education & Literacy Department, Government of Sindh

47-E, 48<sup>th</sup> street, PECHS, Block- 06, Shahrah-e-Faisal, Karachi.

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## **FOREWORD**

This Framework contract is applicable to the Procurement of Hiring a Creative Advertising Agency/Media House/Bidder for the Production & Broadcasting of a Mass Awareness Campaign for Back to School, Enrollment & Retention Drive 2022 Through Local Radio Channels in Sindh Province by the procuring agencies of Sindh province whose legal agreement refers to the Sindh Public Procurement Act 2009 and Rules, 2010 (Amended up to date).

A handwritten signature in black ink, appearing to be 'M. S.', is located in the upper right quadrant of the page.

## PREFACE

1. This Framework Contract is to be used for the Procurement of Hiring a Creative Advertising Agency/Media House/Bidder for the Production & Broadcasting of a Mass Awareness Campaign for Back to School, Enrollment & Retention Drive 2022 Through Local Radio Channels in Sindh Province in accordance with the method described under Rule No.15(2b) in the SPPRA 2010 (Amended up to date).
2. The Framework Contract includes a standard Letter of Invitation for Bids, standard Instructions to Bidders, Data Sheet, Eligibility Criteria, Scope of work, Financial Proposal, Condition of contract, Bid Form, Bid Security Form, Performance Security Form, Integrity Pact, Schedule of Opening & Submission of Bid, Form of Contract (Non-Disclosure Agreement), Agreement and Affidavit / Undertaking.

A handwritten signature in black ink, appearing to be 'M. S. S.', is located to the right of the second list item.

**SECTION-1**  
**INVITATION FOR BIDS**

A handwritten signature in black ink, appearing to be 'M. J. B.', written in a cursive style.

## FRAMEWORK CONTRACT

### INVITATION FOR BID (IFB) FOR

### HIRING A CREATIVE ADVERTISING AGENCY/MEDIA HOUSE/BIDDER FOR THE PRODUCTION & BROADCASTING OF A MASS AWARENESS CAMPAIGN FOR BACK-TO-SCHOOL, ENROLLMENT & RETENTION DRIVE 2022 THROUGH LOCAL RADIO CHANNELS IN SINDH PROVINCE.

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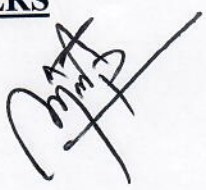
**Date: Monday 21<sup>st</sup> November 2022**

**Submission Time: 15:00 Hours (PST)**

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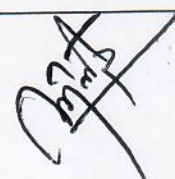
**SECTION-II**  
**INSTRUCTIONS TO BIDDERS**

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## INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

<b>1. Source of Fund</b>	<p>1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data. It is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.</p> <p>1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh. In the case of a project, it will be subject to all respect to the agreement's terms and conditions. The Project Agreement prohibits a withdrawal from the allocated fund account for any payment to persons or entities or any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.</p>
<b>2. Eligible Bidders</b>	<p>2.1 This Invitation for Bids is open to all suppliers from eligible sources as defined in the SPP Rules, 2010 (Amended up to date) and its Bidding Documents except as provided after this.</p> <p>2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that the Procuring agency has engaged in providing consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.</p> <p>2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization following sub-clause 34.1</p>
<b>3. Eligible Goods and Services</b>	<p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 (Amended to date) and its Bidding Documents. All expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For this clause's purposes, "origin" means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are delivered when, through manufacturing, processing, or substantial and significant assembly of components, commercially recognized product results are substantially different in essential characteristics or purpose or utility from its components.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the bidder.</p>



4. <b>Cost of Bidding</b>	4.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet hereinafter referred to as "the Procuring Agency" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>B. THE BIDDING DOCUMENTS</b>	
5. <b>Content of Bidding Documents</b>	<p>5.1 The bidding documents include:</p> <ul style="list-style-type: none"> <li>(a) Instructions to Bidders (ITB)</li> <li>(b) Bid Data Sheet</li> <li>(c) General Conditions of Contract (GCC)</li> <li>(d) Special Conditions of Contract (SCC)</li> <li>(e) Schedule of Requirements</li> <li>(f) Technical Specifications</li> <li>(g) Bid Form and Price Schedules</li> <li>(h) Bid Security Form</li> <li>(i) Contract Form</li> <li>(j) Performance Security Form</li> <li>(k) Manufacturer's Authorization Form</li> </ul> <p>5.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk. It may result in the rejection of its bid.</p>
6. <b>Clarification of Bidding Documents</b>	6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents. It receives no later than three working days before the deadline for submitting bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. <b>Amendment of Bidding Documents</b>	<p>7.1 At any time before the deadline for submission of bids, the Procuring agency, for any reason, whether at its initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.</p> <p>7.2 All interested bidders who have received the bidding documents will be notified of the amendment in writing and binding on them.</p> <p>7.3 To allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.</p>
<b>C. PREPARATION OF BIDS</b>	
8. <b>Language of Bid</b>	8.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency shall be written in the language specified in the Bid Sheet. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid

	Data Sheet, in which case, for interpretation purposes of the bid, the translation shall govern.
<b>9. Documents Comprising the Bid</b>	<p>9.1 The bid prepared by the bidder shall comprise the following components:</p> <p>(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12.</p> <p>(b) documentary evidence established in accordance with ITB Clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.</p> <p>(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the bidder are eligible goods and services and conform to the bidding documents; and</p> <p>(d) bid security furnished in accordance with ITB Clause 15.</p>
<b>10. Bid Form</b>	<p>10.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, country of origin, quantity, and prices.</p>
<b>11. Bid Prices</b>	<p>11.1 The bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.</p> <p>11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.</p> <p>11.3 The bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency. It will not in any way limit the Procuring agency's right to contract on any of the terms offered.</p> <p>11.4 Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.</p>
<b>12. Bid Currencies</b>	<p>12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.</p>



<p><b>13. Documents Establishing Bidder's Eligibility and Qualification</b></p>	<p>13.1 Pursuant to ITB Clause 9, the bidder shall furnish documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>13.2 The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.</p> <p>13.3 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:</p> <ul style="list-style-type: none"> <li>(a) that, in the case of a Bidder offering to supply goods under the contract that the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country.</li> <li>(b) that the bidder has the financial, technical, and production capability necessary to perform the contract.</li> <li>(c) that, in the case of a Bidder not doing business within the Procuring agency's country, the bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</li> <li>(d) that the bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>
<p><b>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b></p>	<p>14.1 Pursuant to ITB Clause 9, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.</p> <p>14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data and shall consist of:</p> <ul style="list-style-type: none"> <li>(a) a detailed description of the essential technical and performance characteristics of the goods.</li> <li>(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period to be specified in the Bid Data Sheet, following the commencement of the use of the goods by the Procuring agency; and,</li> <li>(c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</li> </ul> <p>14.4 Specifications the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalog numbers designated by the Procuring agency in its Technical</p>

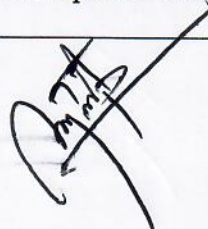
	<p>Specifications, are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
<b>15. Bid Security</b>	<p>15.1 Pursuant to ITB Clause 9, the bidder shall furnish bid security in the amount specified in the Bid Data Sheet as part of its bid.</p> <p>15.2 The bid security is required to protect the Procuring agency against the risk of the bidder's conduct, which would warrant the security's forfeiture, according to ITB Clause 15.7.</p> <p>15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or</p> <p>(b) irrevocable cashable on-demand Bank call deposit.</p> <p>15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.</p> <p>15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.</p> <p>15.6 The successful bidder's bid security will be discharged upon the bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.</p> <p>15.7 The bid security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or</p> <p>(b) in the case of a successful Bidder, if the bidder fails:</p> <p>(i) to sign the contract in accordance with ITB Clause or</p> <p>(ii) to furnish performance security in accordance with ITB Clause 33.</p>
<b>16. Period of Validity of Bids</b>	<p>16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 19. The Procuring agency shall reject a bid valid for a shorter period as non-responsive.</p> <p>16.2 In exceptional circumstances, the Procuring agency may solicit the bidder's consent to extend the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.</p>

<p><b>17. Format and Signing of Bid</b></p>	<p>17.1 The bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>17.4 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or paid to agents relating to this bid, and to contract execution if the bidder is awarded the contract.</p>
<p><b>D. SUBMISSION OF BIDS</b></p>	
<p><b>18. Sealing and Marking of Bids</b></p>	<p>18.1 The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.</p> <p>18.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and</li> <li>(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.</li> </ul> <p>18.3 The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".</p> <p>18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.</p>
<p><b>19. Deadline for Submission of Bids</b></p>	<p>19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.</p> <p>19.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will after that be subject to the deadline as extended.</p>
<p><b>20. Late Bids</b></p>	<p>20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the bidder.</p>



<p><b>21. Modification and Withdrawal of Bids</b></p>	<p>21.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.</p> <p>21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked no later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.</p>
<p><b>E. OPENING AND EVALUATION OF BIDS</b></p>	
<p><b>22. Opening of Bids by the Procuring agency</b></p>	<p>22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>22.4 The Procuring agency will prepare minutes of the bid opening.</p>
<p><b>23. Clarification of Bids</b></p>	<p>23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.</p>
<p><b>24. Preliminary Examination</b></p>	<p>24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p>

	<p>24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For the purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.</p>
<p><b>25. Evaluation and Comparison of Bids</b></p>	<p>25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.</p> <p>25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</p> <p>25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:</p> <ul style="list-style-type: none"> <li>(a) incidental costs</li> <li>(b) delivery schedule offered in the bid.</li> <li>(c) deviations in payment schedule from that specified in the Special Conditions of Contract.</li> <li>(d) the cost of components, mandatory spare parts, and service.</li> <li>(e) the availability of Procuring agency of spare parts and after-sales services for the equipment offered in the bid.</li> <li>(f) the projected operating and maintenance costs during the life of the equipment.</li> <li>(g) the performance and productivity of the equipment offered; <b>and/or</b></li> <li>(h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</li> </ul> <p>25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:</p> <ul style="list-style-type: none"> <li>(a) Incidental costs provided by the bidder will be added by the Procuring agency to the delivered duty paid (DDP) price at the final destination.</li> <li>(b) Delivery schedule.</li> <li>(i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.</li> </ul>



**Or**

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**Or**

(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage specified in the Bid Data Sheet of DDP price per week of variation from the specified delivery schedule.

(c) Deviation in the payment schedule.

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such an alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected bidder.

**Or**

(ii) The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) Cost of spare parts.

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

**Or**

(ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the bidder and added to the bid price.

**Or**

(iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.



	<p>(e) Spare parts and after sales service facilities in the Procuring agency's country. The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>(f) Operating and maintenance costs. Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>(g) Performance and productivity of the equipment.</p> <p>(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p style="text-align: center;"><b>Or</b></p> <p>(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>(h) Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p> <p>The appropriate evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.</p> <p>25.5 Merit Point System: The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet. [In the Bid Data Sheet, choose from the range of]</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Evaluated price of the goods</td> <td style="text-align: right;">60 to 90</td> </tr> <tr> <td>Cost of common list spare parts</td> <td style="text-align: right;">0 to 20</td> </tr> <tr> <td>Technical features, and maintenance and operating costs</td> <td style="text-align: right;">0 to 20</td> </tr> <tr> <td>Availability of service and spare parts</td> <td style="text-align: right;">0 to 20</td> </tr> <tr> <td>Standardization</td> <td style="text-align: right;">0 to 20</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">100</td> </tr> </table> <p>The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.</p>	Evaluated price of the goods	60 to 90	Cost of common list spare parts	0 to 20	Technical features, and maintenance and operating costs	0 to 20	Availability of service and spare parts	0 to 20	Standardization	0 to 20	Total	100
Evaluated price of the goods	60 to 90												
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Availability of service and spare parts	0 to 20												
Standardization	0 to 20												
Total	100												
<p><b>26. Contacting the</b></p>	<p>26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional</p>												



<b>Procuring agency</b>	<p>information to the notice of the Procuring agency, it should do so in writing.</p> <p>26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the bidder's bid.</p>
<b>F. AWARD OF CONTRACT</b>	
<b>27. Post-qualification</b>	<p>27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.</p> <p>27.2 The determination will take into account the bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.</p> <p>27.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.</p>
<b>28. Award Criteria</b>	<p>28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.</p>
<b>29. Procuring agency's Right to Vary Quantities at Time of Award</b>	<p>29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
<b>30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids</b>	<p>30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Procuring agency's action.</p>
<b>31. Notification of Award</b>	<p>31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful bidder in writing by registered letter or by cable to be confirmed in writing by registered letter that its bid has been accepted.</p> <p>31.2 The notification of the award will constitute the formation of the contract.</p> <p>31.3 Upon the successful bidder's furnishing of the performance security according to ITB Clause 33, the Procuring agency will promptly notify</p>

	each unsuccessful bidder and discharge its bid security, according to ITB Clause 15.
<b>32. Signing of Contract</b>	<p>32.1 At the same time as the Procuring agency notifies the successful bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>32.2 Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Procuring agency.</p>
<b>33. Performance Security</b>	<p>33.1 Within twenty (20) days of the receipt of notification of award from the Procuring Agency, the successful bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or another form acceptable to the Procuring agency.</p> <p>33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In this event, the Procuring agency may award the next lowest evaluated bidder or call for new bids.</p>
<b>34. Corrupt or Fraudulent Practices</b>	<p>34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans) and Bidders/Suppliers/Contractors under Government-financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2010 (Amended to date) and Rules made thereunder:</p> <p>(a) defines, for this provision, the terms set forth below as follows:</p> <p>(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Procuring agency and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition.</p> <p>(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government-financed contract. Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.</p>

**SECTION-III**  
**GENERAL CONDITIONS OF THE CONTRACT**

A handwritten signature in black ink, consisting of stylized initials and a long horizontal stroke extending to the right.

## GENERAL CONDITIONS OF THE CONTRACT

<b>1. Definitions</b>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"><li>(a) <b><u>The Contract</u></b> means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li><li>(b) <b><u>The Contract Price</u></b> means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.</li><li>(c) <b><u>The Goods</u></b> means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the contract.</li><li>(d) <b><u>The Services</u></b> means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the contract.</li><li>(e) <b><u>GCC</u></b> means the General Conditions of the Contract contained in this section.</li><li>(f) <b><u>SCC</u></b> means the Special Conditions of Contract.</li><li>(g) <b><u>The Procuring Agency</u></b> means the organization purchasing the Goods, as named in SCC.</li><li>(h) <b><u>The Procuring Agency's Country</u></b> is the country named in SCC.</li><li>(i) <b><u>The Supplier</u></b> means the individual or firm supplying the Goods and Services under this contract.</li><li>(j) <b><u>The Project Site</u></b> where applicable, means the place or places named in SCC.</li><li>(k) <b><u>Day</u></b> means calendar day.</li></ul>
<b>2. Application</b>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.</p>
<b>3. Country of Origin</b>	<p>3.1 All Goods and Services supplied under the contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.</p> <p>3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are delivered when, through manufacturing, processing, or substantial and major assembly of components, commercially recognized new product results are substantially different in essential characteristics or purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>





<b>4. Standards</b>	4.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
<b>5. Use of Contract Documents and Information; Inspection and Audit by the Government</b>	<p>5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of fulfilling the contract.</p> <p>5.3 Any document, other than the contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the contract if so, required by the Procuring agency.</p> <p>5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the Supplier's performance and to have them audited by auditors appointed by the procuring agency if so required.</p>
<b>6. Patent Rights</b>	6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in the Procuring agency's country.
<b>7. Performance Security</b>	<p>7.1 Within twenty (20) days of receipt of the contract award notification, the successful bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract acceptable to the Procuring agency and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency.</p> <p style="text-align: center;"><b>Or</b></p>



	<p>(b) a cashier's or certified check.</p> <p>7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the contract, including any warranty obligations unless specified otherwise in SCC.</p>
<p><b>8. Inspections and Tests</b></p>	<p>8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency require and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods. The Supplier shall either replace the rejected Goods or make alterations necessary to meet specifications free of cost to the Procuring agency.</p> <p>8.4 The Procuring agency's right to inspect, test, and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the goods' shipment from the country of origin.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this contract.</p>
<p><b>9. Packing</b></p>	<p>9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Procuring agency.</p>



<b>10. Delivery and Documents</b>	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the Supplier are specified in SCC.</p>
<b>11. Insurance</b>	<p>11.1 The Goods supplied under the contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is the seller's responsibility.</p>
<b>12. Transportation</b>	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
<b>13. Incidental Services</b>	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods.</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods.</li> <li>(c) furnishing detailed operations and maintenance manual for each appropriate unit of the supplied Goods.</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and</li> <li>(e) Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.</p>
<b>14. Spare Parts</b>	<p>14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and</li> <li>ii. Following such termination, furnished at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>

<p><b>15. Warranty</b></p>	<p>15.1 The Supplier warrants that the Goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that all Goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier unless specified otherwise in SCC.</p> <p>15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect (s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the contract.</p>
<p><b>16. Payment</b></p>	<p>16.1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in SCC.</p> <p>16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.</p> <p>16.4 The currency of payment is Pak. Rupees.</p>
<p><b>17. Prices</b></p>	<p>17.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or the Procuring agency's request for bid validity extension, as the case may be.</p>

<p><b>18. Change Orders</b></p>	<p>18.1 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Procuring agency.</li> <li>(b) the method of shipment or packing.</li> <li>(c) the place of delivery; and/or</li> <li>(d) the Services to be provided by the Supplier.</li> </ul> <p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.</p>
<p><b>19. Contract Amendments</b></p>	<p>19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the contract shall be made except by a written amendment signed by the parties</p>
<p><b>20. Assignment</b></p>	<p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this contract, except with the Procuring agency's prior written consent.</p>
<p><b>21. Subcontracts</b></p>	<p>21.1 The Supplier shall notify the Procuring agency to write all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>
<p><b>22. Delays in the Supplier's Performance</b></p>	<p>22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.</p> <p>22.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23 unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>



<p><b>23. Liquidated Damages</b></p>	<p>23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Procuring agency shall, without prejudice to its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the contract pursuant to GCC Clause 24.</p>
<p><b>24. Termination for Default</b></p>	<p>24.1 The Procuring Agency, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring agency according to GCC Clause 22; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the contract.</li> <li>(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.</li> </ul> <p>For the purpose of this clause:</p> <p><b>Corrupt practice</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>Fraudulent practice</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p> <p>24.2 In the event the Procuring agency terminates the contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those Undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the contract to the extent not terminated.</p>
<p><b>25. Force Majeure</b></p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24,</p> <p>25.2 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>25.3 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity,</p>



	<p>wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.4 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<b>26. Termination for Insolvency</b>	<p>26.1 The Procuring agency may at any time terminate the contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.</p>
<b>27. Termination for Convenience</b>	<p>27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which the performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>
<b>28. Resolution of Disputes</b>	<p>28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.</p> <p>28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency, and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.</p>
<b>29. Governing Language</b>	<p>29.1 The contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.</p>
<b>30. Applicable Law</b>	<p>30.1 The contract shall be interpreted in accordance with the laws of the Procuring agency's country unless otherwise specified in SCC.</p>

<b>31. Notices</b>	31.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. 31.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>32. Taxes and Duties</b>	32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

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**SECTION-IV**  
**BID DATA SHEET**

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## BID DATASHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>INTRODUCTION</b>	
<b>ITB 1.1</b>	<b>Name of Procuring Agency:</b> Reform Support Unit, School Education & Literacy Department, Government of Sindh (RSU-SE&LD).
<b>ITB 1.1</b>	<b>Name of Project:</b> RSU & UNICEF ROLLING WORK PLAN 2022-23
<b>ITB 1.1</b>	<b>Name of Activity:</b> Hiring a Creative Advertising Agency/Media House/Bidder for the Production & Broadcasting of a Mass Awareness Campaign for the Back-to-School, Enrollment & Retention Drive 2022 Through Local Radio Channels in Sindh Province.
<b>ITB 2</b>	<b>Eligible Bidder:</b> All the bidders duly incorporated and based in Pakistan governed by rules, laws, and statutes of the Government of Pakistan and the Government of Sindh shall be eligible. [SPPRA Rule 29]
<b>ITB 4</b>	<b>Cost of Bidding:</b> The bidder shall bear all costs associated with preparing and submitting its bid. RSU-SE&LD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>ITB 4.1</b>	<b>The Procuring Agency Address:</b> Bangalow # 47-E/1, Street# 48, PECHS Block-6, Near Nursery Furniture Market, Shahrah-e-Faisal, Karachi, Sindh.
<b>ITB 6.1</b>	<b>Clarification of Bid:</b> Bidders may seek clarifications and send questions about the bid through the e-mail address <a href="mailto:sesp.spm@gmail.com">sesp.spm@gmail.com</a> / attention: Mr. Mujeeb Ur Rahman, Senior Project Manager, Reform Support Unit, SELD, Government of Sindh. The e-mail subject/title should indicate the tender reference number and the subject of the procurement. A bidder sending a request for clarification should provide the full name, company name, address, and telephone contacts of the company's e-mail body: the purchaser shall not respond to anonymous e-mails. The purchaser shall respond to a request for clarifications and questions received not later than three (3) days before the deadline for bid submission.
<b>ITB 7</b>	<b>Amendment of bidding documents:</b> At any time before the deadline for submission of bids, the Procuring agency, for any reason, whether at its initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment. All interested bidders who have received the bidding documents will be notified of the amendment in writing and binding on them. To allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the procuring agency, at its discretion, may extend the deadline for the submission of bids.
<b>ITB 8.1</b>	<b>Language of Bid:</b> The bid prepared by the bidders and all correspondence and documents exchanged by the bidder and RSU-SE&LD must be written in English. [SPPRA Rule 6 (1)]



### BID PRICE AND CURRENCY

ITB 11.2	<p>The price quoted: The price quoted shall be Delivered Duty Paid Price (DDP) in Pak Rupees, including all taxes, duties, and other costs.</p> <p>If withholding, transportation, or other indirect cost calculations are not shown or not mentioned in the financial proposal, the quoted prices shall be considered as prices inclusive of all taxes. RSU-SE&amp;LD shall correct any non-material arithmetic errors in the bid price provided that such corrections do not constitute an amendment of quoted unit prices. If a bidder does not accept the final price based on RSU-SE&amp;LD's re-computation and modification of errors, his/her bid may be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.</p>
ITB 11.5	<p>The price shall be fixed.</p>
	<p><b>Bidding Process:</b> This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing <b>ELIGIBILITY CRITERIA</b> (duly filled in all respect) and <b>FINANCIAL PROPOSAL</b>. [SPPRA Rule 46 (1-a &amp; b)]</p> <p><b>Single Stage: Single Envelope Procedure:</b></p> <p>(a) The bid shall comprise a single package containing both the Financial Bid and the Technical Bid.</p> <p>(b) Bids shall be opened at the Committee Room, RSU-SE&amp;LD office, 47/ E-1, 48th Street, Block-6, PECHS-Karachi, on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.</p> <p>(c) The RSU-SE&amp;LD shall first establish the Eligibility Criteria and then evaluate the technical Bids confirming the compliance of offered item's technical specifications with the demanded ones and other terms &amp; conditions, without reference to the price and reject any bid shall not conform to the specified requirements.</p> <p>(d) During the technical evaluation, no amendments to the technical bid shall be permitted; however, if required, any clarification(s) which shall not constitute any material deviation of the bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.</p> <p>(e) The bid found to be the lowest evaluated &amp; responsive shall be accepted. If two bidders submit an equal financial bid, the bidder with more experience and coverage shall be awarded the contract.</p>

### PREPARATION AND SUBMISSION OF BIDS

ITB 13.3 (d)	<p><b>Refer to SECTION-VI; (Qualification/eligibility criteria)</b></p>
ITB 15.1	<p><b>Bid security:</b> The RSU-SE&amp;LD shall require the bidders to furnish the Earnest Money of 2% of the contract amount, in the shape of a Pay Order or Irrevocable Bank Guarantee in favour of Reform Support Unit, UNICEF fund, acceptable to the RSU-SE&amp;LD, which shall remain valid for a period of twenty-eight (28) days beyond the validity period for bids, to provide the RSU-SE&amp;LD reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)].</p> <p>The bid security shall be forfeited:</p> <ul style="list-style-type: none"> <li>• If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or</li> <li>• In the case of a successful Bidder, if the Bidder fails to.</li> </ul>



	<ul style="list-style-type: none"> <li>➤ Sign the contract; or</li> <li>➤ Does not abide by the terms of the Contract Agreement.</li> </ul>
ITB 16.1	<p><b>Bid validity period:</b></p> <ul style="list-style-type: none"> <li>(i) Bids shall remain valid for ninety (90) days, after the date of bid opening prescribed by RSU-SE&amp;LD; [SPPRA Rule 38 (1)]. The RSU-SE&amp;LD shall reject a bid having validity for a shorter period as non-responsive.</li> <li>(ii) The RSU-SE&amp;LD shall be obligated to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for a reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.</li> <li>(iii) Whenever an extension of the 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)].</li> <li>(iv) Bidders who agree to an extension of the Bid validity period shall also extend the validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]</li> </ul> <p>A framework contract using the RSU-SE&amp;LD standard contract format shall be established and signed between the parties for 01 (one) year. It can be extended with terms and conditions and mutually agreed-upon rates. Purchase/Work Order(s) shall be given on a need basis under agreed contract terms and conditions.</p>
ITB 17.1	<p><b>Copies of the bids to be submitted by the bidder:</b> The bidder shall submit one (01) original bid accompanied by one (01) photocopy or copy of the bid. All pages of the bid must be numbered in sequence and signed/initialed by the authorized personnel of the bidder. In addition to signing/initialing, the key documents of the bid shall be stamped or sealed. Bids submitted without stamping/sealing and signing/initialing the key document shall be rejected. RSU-SE&amp;LD reserves the right to reject/accept those bids that are not accompanied by one copy and do not contain signing/stamping.</p>
ITB 18.2 (a)	<p><b>Submission of Bids:</b> The sealed envelopes shall bear the name and address of the Bidder, the tender reference number, and the subject of the procurement. If envelopes are not sealed and marked as required, RSU-SE&amp;LD will assume no responsibility for the misplacement or premature opening of the bid. A sealed bid shall be delivered by hand or by courier services to the Chief Program Manager, Reform Support Unit, School Education &amp; Literacy Department, Government of Sindh, Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh. It shall be the bidder's responsibility to ensure that all bids, whether delivered by hand or by courier services, are received at the mentioned address before the deadline for bid submission. Soft copy bids or bids sent through e-mails shall be rejected.</p>
ITB 18.2 (b)	<p><b>NIT title and number:</b> RSU-SE&amp;LD/UNICEF/SESP/PSM/2022-23</p>
ITB 19.1	<p><b>The deadline for submission of bids:</b> All bids, by hand or by courier, must be received at the Reform Support Unit, School Education &amp; Literacy Department, Government of Sindh, Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh, before or on Monday 21<sup>st</sup> November 2022 at 15:00 hours PST (local time). Any bid received after the deadline for bid submission shall not</p>

	<p>be accepted and shall be returned unopened to the bidder.</p> <p>In case the specified deadline for bid submission is declared a holiday by the Government, the bids shall be submitted at the specified time on the next working day.</p> <p>Bidders shall not have the option of submitting their bids electronically.</p>
<b>ITB 22.1</b>	<p><b>The public opening of bids:</b> Submitted bids shall be opened in the presence of the bidder's representatives who choose to attend the Reform Support Unit School Education &amp; Literacy Department, Government of Sindh Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh on Monday 21<sup>st</sup> November 2022, at 15:30 hours PST (local time)</p> <p>In case the specified date of bid opening is declared a holiday for the purchaser, the bids shall be opened at the specified time on the next working day.</p> <p><b>Note:</b> To avoid overcrowding at the public bid opening meeting, only one representative of a participating bidder, wearing a COVID-19 protective mask, shall be allowed to attend the meeting.</p>
<b>ITB 24</b>	<p><b>Preliminary Examination:</b> RSU-SE&amp;LD will examine the bids to determine whether the bids are complete, the documents have been properly signed, and whether the bids are generally in order. RSU-SE&amp;LD 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 RSU-SE&amp;LD. If a bid is not substantially responsive, it will be rejected by RSU-SE&amp;LD and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>

<b>BID EVALUATION</b>	
<b>ITB 25.3</b>	<p><b>Criteria for bid evaluation:</b></p> <p>A bid that substantially complies with the requirements of the evaluation methodology and criteria, specifications, products required, schedule, and offers the lowest price, shall be selected for the award of the contract. A bid that doesn't substantially meet the bid's requirements shall be considered non-responsive and shall be rejected.</p>
<b>ITB 26</b>	<p><b>Contacting the Procuring Agency:</b> No Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time of the contract award. A bidder shall not provide any further information about the submitted bid after the deadline for bid submission unless requested by the purchaser. A bidder may, in writing, inquire about the status of the procurement process or submit a request for clarifications or a request for a review after the release of the results of the bid evaluation process. Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>
<b>CONTRACT AWARD</b>	
<b>ITB 27</b>	<p><b>Post Qualification:</b> The Procuring and Disposing Entity may undertake a post-qualification on the Best Evaluated Bidder to confirm whether the best-evaluated bidder has the capacity and financial resources to execute the procurement.</p>



ITB 28	<b>Award Criteria:</b> RSU-SE&LD 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 the Procurement Committee of the RSU-SE&LD on the ground verifies the information given in the bidding document
ITB 30	<b>Procuring Agency is the right to accept any bid and to reject any or all bids:</b> RSU-SE&LD reserves the right to accept or reject any bid, as per Rule 25 of SPPRA Rules 2010 (Amended up to date) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
ITB 31	<b>RSU-SE&amp;LD's right to vary quantities:</b> RSU-SE&LD reserves the right to increase and/or decrease the quantity and/or drop any or multiple services(s) originally specified in the Format for Quoting the Rates / Schedule of Requirements/BOQ without any change in unit price or other terms and conditions during the contract period.
ITB 32	<b>Notification of Award:</b> Prior to the expiration of the period of bid validity, RSU-SE&LD will notify the successful Bidder in writing by letter or by e-mail, to be confirmed in writing by letter, that his/her bid has been accepted. The notification of the award will constitute the formation of the Contract. RSU-SE&LD will promptly notify each unsuccessful Bidder and will discharge his/her bid security.
ITB 33	<b>Period of Contract:</b> Initially contract shall be signed for a period of one year (12 months), however, RSU-SE&LD at its own discretion can extend the contract for a further period of two years (24 months). The contractor shall be bound to provide the services & goods for an extended period without any increase in rate and terms & conditions. <b>Subsequent Years Price increase of Offered Services (in terms of percentage, in case of the contract is renewed):</b> 2 <sup>nd</sup> Year----- % Escalation in first year's prices 3 <sup>rd</sup> Year----- % Escalation in second year's prices
ITB 34	<b>The signing of the Contract:</b> Within 5 Days from the date of notification of the award, the successful bidder shall furnish particulars requested by the RSU-SE&LD. The Bidder shall sign the Contract at RSU-SE&LD's Office, Karachi, within 15 days of the award of the contract.
ITB 35	<b>Stamp Duties:</b> Stamp Duty (as applicable under the stamp act 1989) @ rate of 0.35% of the contract price to be paid by the successful bidder. (This rate at this stage will be tentative and will be adjusted as per the actual contract price and as per the prevailing laws at the time of the award.



**ITB 36**

**Corrupt or Fraudulent Practices:**

- (a) RSU-SE&LD requires that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of the contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q - iii, iv)];
- (b) RSU-SE&LD will reject a proposal for an award if it determines that the Bidder recommended for the award was engaged in any corruption or has been blacklisted under the Sindh Public Procurement Rules 2010 in competing for the contract in question.
- (c) Any false information or misstatement on the part of the vendor will lead to disqualification/blacklisting/ legal proceedings regardless of the price or quality of the product.

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**SECTION-V**  
**SPECIAL CONDITIONS OF THE CONTRACT**

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## SPECIAL CONDITIONS OF THE 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 the Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>1. Definition (GCC Clause 1)</b>	<b>GCC 1.1 (g):</b> The Procuring agency is: The Reform Support Unit, School Education & Literacy Department, Government of Sindh <b>GCC 1.1 (h):</b> The Procuring agency's country is: Pakistan <b>GCC 1.1 (i):</b> The Supplier is: -----
<b>2. Country of Origin (GCC Clause 3)</b>	As indicated in the bidding documents, all countries and territories, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".
<b>3. Performance Security (GCC Clause 7)</b>	<b>GCC 7.1—security.</b> The amount of performance security, as a percentage of the Contract Price, shall be: 10% of the Contract Price and it will be submitted in the form of a pay order /Demand Draft or bank guarantee and favour of "Reform Support Unit, UNICEF Funds within seven (7) days of issuance of letter of acceptance. The performance security shall be valid for 90 days beyond the date of successful completion of the contract.
<b>4. Inspections and Tests (GCC Clause 8)</b>	<b>GCC 8.1</b> The representative of RSU-SE&LD or his nominee may inspect the media house, or any faculty whenever needed.
<b>5. Packing (GCC Clause 9)</b>	<b>GCC 9.3</b> Not Applicable
<b>6. Delivery and Documents (GCC Clause 10)</b>	<b>GCC 10.3</b> Broadcasting of audio messages from radio stations, the bidder shall notify the Purchaser and mail the following documents to the Purchaser: <ul style="list-style-type: none"> <li>(i) Report giving details of the programs and progress on the broadcast of PSMs; specific mentioning of strengths, weaknesses, and suggestions to be incorporated in the following radio programs.</li> <li>(ii) Submission of the final detail and transmission certificate of spots /report of Reach/ Impact, including one whole day transmission recording DVD/USB.</li> </ul>
<b>7. Insurance (GCC Clause 11)</b>	<b>GCC 11.1</b> The stipulated services supplied under the contract shall be delivered duty paid (DDP). Risk is transferred to the buyer after being delivered; hence, insurance coverage is the seller's responsibility. Since the Insurance is the seller's responsibility, they may arrange appropriate coverage.
<b>8. Spare Parts (GCC Clause 14)</b>	<b>GCC 14.1</b> Additional spare parts requirements are Not Applicable.



<p><b>9. Payment (GCC Clause 16)</b></p>	<p>(i) GCC 16.1 Payment for Goods and Services supplied will be as under:  (ii) Payment shall be made in Pak Rupees, as follows:</p> <table border="1"> <thead> <tr> <th data-bbox="470 257 566 324">SR#</th> <th data-bbox="566 257 1125 324">DELIVERABLE</th> <th data-bbox="1125 257 1252 324">DAYS</th> <th data-bbox="1252 257 1444 324">PAYMENT IN %</th> </tr> </thead> <tbody> <tr> <td data-bbox="470 324 566 481">1.</td> <td data-bbox="566 324 1125 481">Planning Meeting/Discussion (After award and acceptance of the contract) about the scope and requirements of the Procuring Agency</td> <td data-bbox="1125 324 1252 481">1</td> <td data-bbox="1252 324 1444 481">0%</td> </tr> <tr> <td data-bbox="470 481 566 548">2.</td> <td data-bbox="566 481 1125 548">Development and discussion of the draft script</td> <td data-bbox="1125 481 1252 548">2</td> <td data-bbox="1252 481 1444 548">0%</td> </tr> <tr> <td data-bbox="470 548 566 593">3.</td> <td data-bbox="566 548 1125 593">Approval of draft Script</td> <td data-bbox="1125 548 1252 593">1</td> <td data-bbox="1252 548 1444 593">10%</td> </tr> <tr> <td data-bbox="470 593 566 840">4.</td> <td data-bbox="566 593 1125 840">Submit the final script- after incorporating the suggested amendments by RSU-SE&amp;LD and the donor, of the message and translating it into Urdu, Sindhi language - Sharing the detailed Radio Data Communication (Media) Plan with RSU-SE&amp;LD on the agreed terms</td> <td data-bbox="1125 593 1252 840">2</td> <td data-bbox="1252 593 1444 840">10%</td> </tr> <tr> <td data-bbox="470 840 566 1131">5.</td> <td data-bbox="566 840 1125 1131">Submit the final voiceover (of the required ED Official), including the suitable background music into Urdu/Sindhi after incorporating suggested edits by RSU-SE&amp;LD / Donor Agency. Sharing the editable version of the voiceover with the RSU-SE&amp;LD</td> <td data-bbox="1125 840 1252 1131">6</td> <td data-bbox="1252 840 1444 1131">20%</td> </tr> <tr> <td data-bbox="470 1131 566 1198">6.</td> <td data-bbox="566 1131 1125 1198">Completion of 50% of messages/spots on air</td> <td data-bbox="1125 1131 1252 1198"></td> <td data-bbox="1252 1131 1444 1198">20%</td> </tr> <tr> <td data-bbox="470 1198 566 1355">7.</td> <td data-bbox="566 1198 1125 1355">Submission of the final detail along with transmission certificate/report of Reach/ Impact, including one whole day transmission recording DVD/USB</td> <td data-bbox="1125 1198 1252 1355">4</td> <td data-bbox="1252 1198 1444 1355">All remaining amount</td> </tr> </tbody> </table>	SR#	DELIVERABLE	DAYS	PAYMENT IN %	1.	Planning Meeting/Discussion (After award and acceptance of the contract) about the scope and requirements of the Procuring Agency	1	0%	2.	Development and discussion of the draft script	2	0%	3.	Approval of draft Script	1	10%	4.	Submit the final script- after incorporating the suggested amendments by RSU-SE&LD and the donor, of the message and translating it into Urdu, Sindhi language - Sharing the detailed Radio Data Communication (Media) Plan with RSU-SE&LD on the agreed terms	2	10%	5.	Submit the final voiceover (of the required ED Official), including the suitable background music into Urdu/Sindhi after incorporating suggested edits by RSU-SE&LD / Donor Agency. Sharing the editable version of the voiceover with the RSU-SE&LD	6	20%	6.	Completion of 50% of messages/spots on air		20%	7.	Submission of the final detail along with transmission certificate/report of Reach/ Impact, including one whole day transmission recording DVD/USB	4	All remaining amount
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<p><b>10. Prices (GCC Clause 17)</b></p>	<p>GCC 17.1 Prices shall be fixed</p>																																
<p><b>11. Liquidated Damages (GCC Clause 23)</b></p>	<p>GCC 23.1 Liquidated damages of 0.5% of the contract price shall apply per day of delayed delivery of supplies/services, counted from the stated delivery date as agreed in the signed contract. The maximum amount of liquidated damages shall be 10% of the contract price, and after that, RSU-SE&amp;LD reserves the right to terminate the contract. Besides, RSU-SE&amp;LD reserve the right to cancel part or all liquidated damages upon the bidder's submission of acceptable reasons and supporting documents. If RSU-SE&amp;LD cannot deduct the liquidated damage from pending payments, RSU-SE&amp;LD shall claim the entire amount of the performance security, bid security or performance bond from the guaranteeing institution, deduct the applicable liquidated damage amount, and return the balance of the funds to the bidder.</p>																																

<p><b>12. Force Majeure (GCC Clause 25)</b></p>	<p>For the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <ol style="list-style-type: none"> <li>1. Force Majeure shall not include             <ol style="list-style-type: none"> <li>(a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor</li> <li>(b) Any event which a diligent Party could reasonably have been expected to both:                 <ol style="list-style-type: none"> <li>(i) Take into account the effective date of the Contract; and</li> <li>(ii) Avoid or overcome in the carrying out of its obligations; nor</li> </ol> </li> <li>(c) Insufficiency of funds or failure to make any payment required hereunder.</li> </ol> </li> <li>2. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and appropriate alternative measures, all to carry out the terms and conditions of the Contract</li> <li>3. A Party affected by an event of Force Majeure shall take all reasonable efforts to             <ol style="list-style-type: none"> <li>(a) Remove such Party's inability to fulfill its obligations hereunder with a minimum of delay; and</li> <li>(b) Minimize the consequences of any event of Force Majeure.</li> </ol> </li> <li>4. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than twelve (12) hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</li> <li>5. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to a negotiated payment limited to the costs reasonably and necessarily incurred by them due to the Force Majeure period. See examples under SCC for common force majeure situations and how they will be handled.</li> <li>6. Not later than six (06) hours after the Contractor, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing with appropriate measures to be taken in the circumstances.</li> </ol>
<p><b>7. Resolution of Disputes (GCC Clause 28)</b></p>	<p>GCC 28.3- The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows: In the case of a dispute between the RSU-SR&amp;LD and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.</p>
<p><b>8. Governing</b></p>	<p>GCC 29.1 The Governing Language shall be English.</p>



<b>Language (GCC Clause 29)</b>	
<b>9. Applicable Law (GCC Clause 30)</b>	GCC 30.1-The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan, which includes the following legislation: The Employment of Children (ECA) Act 1991 The Bonded Labour System (Abolition) Act of 1992 The Factories Act of 1934
<b>10. Notices (GCC Clause 31)</b>	GCC 31.1 The procuring agency's address for notice purposes: Mr. Junaid Hameed Samo (Chief Program Manager) Reform Support Unit School Education & Literacy Department Government of Sindh <b>Address:</b> Bangalow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh. <b>Telephone:</b> +92-21-34304441-5 <b>E-mail address:</b> <a href="mailto:cpm.rsu@rsu-sindh.gov.pk">cpm.rsu@rsu-sindh.gov.pk</a>
<b>11. Taxes and Duties (GCC Clause 32)</b>	The bidder shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.



**SECTION-VI**  
**QUALIFICATION/ELIGIBILITY CRITERIA**

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## QUALIFICATION/ELIGIBILITY CRITERIA

Please put/ past flags on all required documents as mentioned below. Documents without flagging shall not be considered.

#	QUALIFICATION/ELIGIBILITY CRITERIA	REQUIRE-MENT	DOCUMENT REQUIRED	FLAG
1.	Complete company profile (including name, registered office address, telephone, fax, e-mail address, and web address, full contact details of the contact person, branch offices and staff details, etc.	Mandatory	Two Pages Summary / Brief	A
2.	Certificate of company registration or any other legal registration document	Mandatory	Attach a valid copy of the Registration	B
3.	License from PEMRA to establish & operate FM radio broadcast station across the Sindh Province.	Mandatory	Attach valid licenses for each radio station issued by PEMRA	C
4.	List of Active Taxpayers of FBR Website.	Mandatory	Attach a valid copy of NTN (for Income Tax)	D
5.	List of Active Taxpayers of SRB Website	Mandatory	Attach a valid copy of the SST (for Sindh Sales Tax)	E
6.	Valid Sindh Sales Tax Registration	Mandatory	Attach a valid copy of the SRB Registration Certificate	F
7.	Last one-year financial statement/Bank certificate	Mandatory	Attach a supporting Bank Certificate of the Company's Bank Account OR a Letter from the Bank certifying Company's financial ability.	G
8.	Three similar assignments/contracts were done by the bidder with the Government / NGOs in the last three years.	Mandatory	Attach valid copies of work orders/contract agreements	H
9.	Affidavit on judicial stamp paper declaring that "the Applicant/firm and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization, national & or Local development sector and their cases regarding blacklisting is not under trial by any Court of Law	Mandatory	Attach Rs. 100 Affidavit	I
10.	2% of the bid contract amount (Bid Security / Earnest money) in the shape Pay Order / Bank Draft favoring Reform Support Unit, UNICEF Funds should be attached along with the bidding document.	Mandatory	Attach Pay Order / Bank Draft from any scheduled bank in Pakistan	J

### **QUALIFICATION/ELIGIBILITY CRITERIA NOTE:**

1. The prospective Bidder (s) would provide these documents to verify their eligibility.
2. The RSU-SE&LD reserves rights to cross-verify information/ documents, if deemed necessary, to ensure the bidder/firm's reliability and capability.
3. Documents received without concrete evidence(s) or failure to provide adequate documents for verifying Bidder's eligibility shall be considered grounds for disqualification.



**SECTION-VII**  
**TERMS OF REFERENCES**

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## TERMS OF REFERENCES/SCOPE OF WORK

### **BACKGROUND**

During the surge of Rain-flood; there is an emergency situation in Sindh. The school buildings have closed BUT education and learning should not stop and should continue in a safe environment.

To support this continuity in a safe environment and ensure that all people in school communities (students, teachers, other education personnel, parents) have the information that they need to protect students, teachers and other education staff, and the wider community (family, friends) during the floods from the hazards of floods and coronavirus in their temporary/shelter schools to keep the learning process continued, effectively for children of IDP families in established Temporary Learning Centers (TLC).

So, a campaign is needed to make aware the community, parents, teachers, and education officials also as an admission retention drive. Keeping the view that Education is the right of every child, be it a boy or girl, and should not stop even in emergencies and treat it as a top priority while keeping the students, teachers, school managers, and other staff safe. With UNICEF's support, the Government designed SOPs and guidelines for school managers, children, parents, and communities, which can be used to improve the plan for education continuity. SE&LD, with the support of UNICEF, SE&LD reached out to the parents and communities through different media platforms and by disseminating informative material that will help gain the parents' confidence to send their children to TLC shelter school and motivate them for getting their children admission to TLC. using the radio as a media platform so that the message reaches areas where the internet/ television and other technologies are hardly available.

### **ASSIGNMENTS:**

To achieve the objective Reform Support Unit, SE&LD is looking for a capable and experienced media communication firm for the following assignment.

1. Raising awareness to ensure that people in school communities (students, teachers, other education personnel, and parents) must understand the importance of continuity of education and learning during emergencies because Schools are safe spaces for children during emergencies.
2. Several Radio Data Communication (Spots): Up to 12 (Twelve) spots per day, the duration of each spot (voiceover) may be between 60- 90 seconds duration.
3. Target Audience: Parents, Community, Teachers, and Students.
4. Preferred Channel for Air: FM Radio has comprehensive coverage across the province.

### **THE OBJECTIVE OF THE ASSIGNMENT:**

The overall objective of the assignment is to develop a Public Service Message (PSM) on raising awareness regarding admission to TLCs to keep the learning process continued during the disastrous period of rain-flood emergency in Sindh to Parents, Teachers, and School Managers by the Government to support the Back to School and Safe Education Environment, and the achievements/ milestones by the Government as Admission / Enrollment and Retention Drive 2022 in schools.

### **OUTPUT /DELIVERABLES:**

Under the direct supervision of the Chief Program Manager, the service provider will be required to do the following:

- Discuss with RSU-SE&LD / Donor Agency about the message and communication strategy and guidelines.
- Develop a communication message script of between 60-90 seconds duration and take approval on the script and its translations into desired languages, i.e., Urdu & Sindhi.
- Develop the voiceover recording (according to the requirement of Putschers), preferably the voice of ED Official in the above languages along with suitable background music as agreed with Procuring Agency.
- Develop Radio Data Communication Plan and book airtime on respective FM Channel(s) and communicate with the same Procuring Agency well before the time.
- Radio Broadcast of Radio Data Communication as per booking over a sustained period from the date of final submission to 31<sup>st</sup> December 2022.
- Submit a coverage and listening along with a transmission certificate, an Impact/Reach Report of the Communication within a week after the campaign's final day.





**RESPONSIBILITIES OF RSU-SE&LD:**

- RSU-SE&LD will provide feedback on all draft versions
- RSU-SE&LD will provide as much information as required on the background of the project.

**FREQUENCY:**

The campaign will run a total of 12 messages per day per radio channel for a period of 30 days. The production company will submit a complete work plan with timeslots, date/day, and radio channel. Also, the agency will provide/quote for radio channels keeping in the view wide/maximum coverage area, and listenership in the district. RSU-SE&LD will make the final decision to select a radio station.

**PROJECT DISTRICT:**

30 Districts of the Sindh Province

(East-Karachi, Central- Karachi, West-Karachi, South- Karachi, Korangi-Karachi, Malir-Karachi, Kemari-Karachi, Hyderabad, Badin, Dadu, Jamshoro, Matiari, Tando Allahyar, TM Khan, Thatta, Sujawal, Larkana, Kamber-Shadadkot, Kashmore@Kandhkot, Jacobabad, Shikarpur, Sukkur, Ghotki, Khairpur Mirs, Mirpurkhas, Tharparkar, Umarkot, Shaheed Benazirabad, Sanghar, Nausharo Feroze)

**LENGTH/DURATION OF THE MESSAGE:**

The message will be between 60-90 seconds in duration.

**LANGUAGES:**

Public Service Messages (PSMs) will be in the Sindhi and Urdu languages for all districts of Sindh Province. The Scripts for Urdu and Sindhi messages will be provided by RSU-SE&LD. The company will be responsible for developing an audio message with appropriate background music in good-quality voices (male and female).

**PERIOD OF ASSIGNMENT:**

Initially, a framework contract shall be signed for a period of one year (12 months) as per SPPRA Rule 15-B(2) (Amended up to date), however, RSU-SE&LD at its own discretion can extend the contract for a further period of two years (24 months). The contractor shall be bound to provide the services & goods for an extended period without any increase in rate and terms & conditions.

**SUBSEQUENT YEAR'S PRICE INCREASE OF OFFERED SERVICES (IN TERMS OF PERCENTAGE), IN CASE THE CONTRACT IS RENEWED:**

2<sup>nd</sup> Year-----% Escalation in first year's prices  
3<sup>rd</sup> Year-----% Escalation in second year's prices

**TENTATIVE DATE OF SUPPLY:**

As per the release of funds and identification of need.

**INTELLECTUAL PROPERTY:**

- All information of this project (documentary, audio, digital, cyber, project documents, etc.) belonging to the client, which the service provider may come into contact within the performance of his/her duties under this consultancy, shall remain the property of the RSU-SE&LD/UNICEF who shall have exclusive rights over their usage.
- Except for the purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of the RSU-SE&LD/UNICEF.



**SECTION-VIII**  
**SCHEDULE OF REQUIREMENT**

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**SECTION-IX**  
**SAMPLE FORMS**

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# 1. BID FORM AND PRICE SCHEDULES

Date:

No. RSU-SE&LD/UNICEF/SESP/PSM/2022-23

To: Mr. ....  
Chief Program Manager  
Reform Support Unit  
School Education & Literacy Department  
Government of Sindh.

Gentlemen and/or Ladies:

Having examined the bidding documents, including Addenda Nos. [insert numbers], the receipt of which is now duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to----- Percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders. 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 and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(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 \_\_\_\_\_ 20\_\_\_\_.

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

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

A handwritten signature in black ink, consisting of stylized, overlapping letters and a long horizontal stroke extending to the right.

## 2. BID SECURITY FORM

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called "the Bid").

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 [name of Procuring agency] (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of .....2022

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws 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 Procuring agency during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, 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 Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand, the Procuring agency 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 bid validity period, and any demand in respect thereof should reach the Bank no later than the above date.

[signature of the bank]



### 3. CONTRACT FORM

THIS AGREEMENT was made on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 Between [name of Procuring Agency] of [country of Procuring agency] (hereinafter called "the Procuring agency") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

Note. Stamp duty 0.035% of Contract Amount or notified by the Govt. of Sindh will be paid by the successful bidder as stamp duty.





**4. PERFORMANCE SECURITY FORM**

To:  
[name of Procuring agency]

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

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

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

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

This guarantee is valid until the            day of            2022 .

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

A handwritten signature in black ink, appearing to be 'M. J. B.', written over a horizontal line.

**5. BANK GUARANTEE FOR ADVANCE PAYMENT**

To:

[name of Procuring agency]

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

A handwritten signature in black ink, consisting of a stylized, cursive script that is difficult to decipher. The signature is written over a faint, circular stamp or seal that is mostly illegible.

**6. Manufacturer's Authorization Form**  
**(Not Applicable)**

[See Clause 13.3 (a) of the Instructions to Bidders.] To: [name of the Procuring agency]  
WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of  
[name and/or description of the goods] having factories at [address of factory]

Do now authorize [name and address of Agent] to submit a bid and subsequently negotiate and sign the contract with you against IFB No. [reference of the Invitation to Bid] for the above goods manufactured by us.

We now extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having a power of attorney to bind the Manufacturer. The Bidder should include it in its bid.

A handwritten signature in black ink, appearing to be 'M. J. ...', with a long horizontal line extending to the right.

7. INTEGRITY PACT

IFB# RSU-SE&LD/UNICEF/SESP/GI/2023

DATE:

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 the 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 instruments, 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.....



**SECTION-X**  
**FINANCIAL BID**

A handwritten signature in black ink, appearing to be 'M. J. B.', written over a horizontal line that extends to the right.



