



# PUBLIC PRIVATE PARTNERSHIP UNIT FINANCE DEPARTMENT GOVERNMENT OF SINDH



## INVITATION FOR BIDS

### PROCUREMENT OF COMMUNICATION SERVICES AND PUBLICITY MATERIAL

**IFB Ref. No.:** PPPU-FD/PROC-COM/2025-26

**Issued On:** April 27, 2026

The Government of Sindh has allocated funds during the current financial year to support communication and publicity initiatives for the Public-Private Partnership (PPP) Unit, Finance Department ('**Procuring Agency**'), which it intends to apply a portion of these funds toward eligible payments for the procurement of communication services and publicity material aimed at enhancing visibility and impact of PPP projects, showcasing projects' progress/implementation status, attracting potential investors through compelling value propositions, cultivating public trust, and fostering active stakeholder engagement.

In this context, the Procuring Agency hereby invites sealed Bids from eligible Bidders for procurements of communication services and publicity materials under two separate lots. Lot I encompasses production of high-quality videography highlighting the Sindh PPP legal and institutional framework (including key policy reforms and achievements) and PPP projects with scope, objectives, impact, and key features/progress updates. Lot II covers design and printing of essential promotional materials and giveaways to support brand outreach as further detailed in Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*) of the Bidding Documents issued for each respective lot.

The procurement process shall be conducted through National Competitive Bidding using the Single-Stage Two-Envelope procedure in accordance with the Sindh Public Procurement Rules, 2010 ('**SPP Rules**'), and is open to all eligible Bidders as defined in the Bidding Documents. Bidders may submit Bids for one or both lots, provided each Bid encompasses the full scope of services/items within the respective lot. The Contract(s) will be awarded to the Bidder(s) offering the Most Advantageous Bid under each lot; provided, however, meeting the evaluation criteria, demonstrating substantial responsiveness to terms and conditions, and offering the lowest evaluated cost for the entirety of the specified lot.

Prospective Bidders may acquire the Bid Documents in English free of charge from April 27, 2026, to May 11, 2026, either: (a) physically, by submitting a written application to the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading the same from the SPPRA EPADS or PPP Unit website and intimating the Procuring Agency of such download via email.

Bidders shall submit one (1) Bid under each lot, inclusive of all requisite supporting documents, as identified in the Bidding Documents, exclusively through the Electronic Government Procurement System, i.e., PPRA Sindh e-Pak Acquisition & Disposal System ('**SPPRA EPADS**') no later than 12:30 hours PST on May 11, 2026 ('**Bid Submission Deadline**'). Physical Bids submission will not be accepted. Bids will be opened on the Bid Submission Deadline at 13:00 hours PST in the presence of Bidders' authorized representatives, who may wish to attend, at the Committee Room of the PPP Unit, at the address provided below.

Bids submitted for each lot shall remain valid for a period of ninety (90) days from the Bid Submission Deadline and shall be accompanied, as part of the Technical Proposal, by a scanned copy of the Bid Security, in an amount not less than PKR 300,000/- (Pak Rupees Three Hundred Thousand Only) for each lot. The original copy of Bid Security for each lot shall be submitted separately via mail or physically by hand at the address provided below by the Bid Submission Deadline. The Bid Security shall be in the form of a pay order, demand draft, or bank guarantee valid for twenty-eight (28) days beyond the Bid Validity Period and issued by a scheduled bank of Pakistan in favor of the '**Director General PPP Unit, Finance Department**'. It is mandatory for Bids to be prepared using standard formats provided in the Bidding Documents. Bids that are not prepared on the prescribed formats may not be considered for evaluation.

The Procuring Agency reserves the rights to amend the Bidding Documents, cancel the bidding process, or accept/reject any Bid at any time in accordance with the SPP Rules. The address referred to above for the issuance of the Bidding Documents, submission of Bid Security, and opening of Bids is:

**Director (Admin & Accounts)**

**Public-Private Partnership Unit, Finance Department**

**Address:** 7<sup>th</sup> Floor, Finance Department, A.K Lodhi Block, Sindh Secretariat Building No. 6, Shahrah-e-Kamal Ataturk, Karachi.

**Phone:** +92 21 99222193 **Fax:** +92 21 99222193 **Email:** info.p3proc@gmail.com

**Website: Procuring Agency -** <https://www.pppunitsindh.gov.pk/>; **SPPRA EPADS -** <https://portalsindh.eprocure.gov.pk/#>



# THE EXPRESS TRIBUNE

Friday

APRIL 24, 2026

ZOQA 'AD 6, 1447 A.H.

Rain

tribune.com.pk

KARACHI



## PUBLIC PRIVATE PARTNERSHIP UNIT FINANCE DEPARTMENT GOVERNMENT OF SINDH



### INVITATION FOR BIDS

#### PROCUREMENT OF COMMUNICATION SERVICES AND PUBLICITY MATERIAL

IFB Ref. No.: PPU-FD/PROC-COM/2025-26

Issued On: April 27, 2026

The Government of Sindh has allocated funds during the current financial year to support communication and publicity initiatives for the Public-Private Partnership (PPP) Unit, Finance Department ("Procuring Agency"), which it intends to apply a portion of these funds toward eligible payments for the procurement of communication services and publicity material aimed at enhancing visibility and impact of PPP projects, showcasing projects' progress/implementation status, attracting potential investors through compelling value propositions, cultivating public trust, and fostering active stakeholder engagement.

In this context, the Procuring Agency hereby invites sealed Bids from eligible Bidders for procurements of communication services and publicity materials under two separate lots. Lot I encompasses production of high-quality videography highlighting the Sindh PPP legal and institutional framework (including key policy reforms and achievements) and PPP projects with scope, objectives, impact, and key features/progress updates. Lot II covers design and printing of essential promotional materials and giveaways to support brand outreach as further detailed in Section V (ACTIVITY SCHEDULE) of Part 2 (PROCURING AGENCY'S REQUIREMENTS) of the Bidding Documents issued for each respective lot.

The procurement process shall be conducted through National Competitive Bidding using the Single-Stage Two-Envelope procedure in accordance with the Sindh Public Procurement Rules, 2010 ("SPP Rules"), and is open to all eligible Bidders as defined in the Bidding Documents. Bidders may submit Bids for one or both lots, provided each Bid encompasses the full scope of services/items within the respective lot. The Contract(s) will be awarded to the Bidder(s) offering the Most Advantageous Bid under each lot; provided, however, meeting the evaluation criteria, demonstrating substantial responsiveness to terms and conditions, and offering the lowest evaluated cost for the entirety of the specified lot.

Prospective Bidders may acquire the Bid Documents in English free of charge from April 27, 2026, to May 11, 2026, either: (a) physically, by submitting a written application to the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading the same from the SPPRA EPADS or PPP Unit website and intimating the Procuring Agency of such download via email.

Bidders shall submit one (1) Bid under each lot, inclusive of all requisite supporting documents, as identified in the Bidding Documents, exclusively through the Electronic Government Procurement System, i.e., PPRA Sindh e-Pak Acquisition & Disposal System ("SPPRA EPADS") no later than 12:30 hours PST on May 11, 2026 ("Bid Submission Deadline"). Physical Bids submission will not be accepted. Bids will be opened on the Bid Submission Deadline at 13:00 hours PST in the presence of Bidders' authorized representatives, who may wish to attend, at the Committee Room of the PPP Unit, at the address provided below.

Bids submitted for each lot shall remain valid for a period of ninety (90) days from the Bid Submission Deadline and shall be accompanied, as part of the Technical Proposal, by a scanned copy of the Bid Security, in an amount not less than PKR 300,000/- (Pak Rupees Three Hundred Thousand Only) for each lot. The original copy of Bid Security for each lot shall be submitted separately via mail or physically by hand at the address provided below by the Bid Submission Deadline. The Bid Security shall be in the form of a pay order, demand draft, or bank guarantee valid for twenty-eight (28) days beyond the Bid Validity Period and issued by a scheduled bank of Pakistan in favor of the 'Director General PPP Unit, Finance Department'. It is mandatory for Bids to be prepared using standard formats provided in the Bidding Documents. Bids that are not prepared on the prescribed formats may not be considered for evaluation.

The Procuring Agency reserves the rights to amend the Bidding Documents, cancel the bidding process, or accept/reject any Bid at any time in accordance with the SPP Rules. The address referred to above for the issuance of the Bidding Documents, submission of Bid Security, and opening of Bids is:

**Director (Admin & Accounts)**

**Public-Private Partnership Unit, Finance Department**

Address: 7th Floor, Finance Department, A.K Lodhi, Block Sindh Secretariat Building No. 6, Shahrz-e-Kamal Ataturk, Karachi.

Phone: +9221-99222193 Fax: +9221-99222193 Email: info.p3proc@gmail.com

Website: Procuring Agency <https://pppunitsindh.gov.pk/>; SPPRA EPADS <https://portalsindh.eprocure.gov.pk/#>

WORK FOR SINDH



INF-WTY 1542/2026

# Daily Times

dailytimes.com.pk

Your Right to Know

Karachi Edition

FRIDAY,  
April 24, 2026  
Ziqad 6, 1447

Facebook Twitter YouTube /DailyTimesPak



**PUBLIC PRIVATE PARTNERSHIP UNIT  
FINANCE DEPARTMENT  
GOVERNMENT OF SINDH**



**INVITATION FOR BIDS**

**PROCUREMENT OF COMMUNICATION SERVICES AND PUBLICITY MATERIAL**

**IFB Ref. No.: PPPU-FD/PROC-COM/2025-26**  
**Issued On: April 27, 2026**

The Government of Sindh has allocated funds during the current financial year to support communication and publicity initiatives for the Public-Private Partnership (PPP) Unit, Finance Department ("Procuring Agency"), which it intends to apply a portion of these funds toward eligible payments for the procurement of communication services and publicity material aimed at enhancing visibility and impact of PPP projects, showcasing projects' progress/implementation status, attracting potential investors through compelling value propositions, cultivating public trust, and fostering active stakeholder engagement.

In this context, the Procuring Agency hereby invites sealed Bids from eligible Bidders for procurements of communication services and publicity materials under two separate lots. Lot I encompasses production of high-quality videography highlighting the Sindh PPP legal and institutional framework (including key policy reforms and achievements) and PPP projects with scope, objectives, impact, and key features/progress updates. Lot II covers design and printing of essential promotional materials and giveaways to support brand outreach as further detailed in Section V (ACTIVITY SCHEDULE) of Part 2 (PROCURING AGENCY'S REQUIREMENTS) of the Bidding Documents issued for each respective lot.

The procurement process shall be conducted through National Competitive Bidding using the Single-Stage Two-Envelope procedure in accordance with the Sindh Public Procurement Rules, 2010 ("SPP Rules"), and is open to all eligible Bidders as defined in the Bidding Documents. Bidders may submit Bids for one or both lots, provided each Bid encompasses the full scope of services/items within the respective lot. The Contract(s) will be awarded to the Bidder(s) offering the Most Advantageous Bid under each lot; provided, however, meeting the evaluation criteria, demonstrating substantial responsiveness to terms and conditions, and offering the lowest evaluated cost for the entirety of the specified lot.

Prospective Bidders may acquire the Bid Documents in English free of charge from April 27, 2026, to May 11, 2026, either: (a) physically, by submitting a written application to the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading the same from the SPPRA EPADS or PPP Unit website and intimating the Procuring Agency of such download via email.

Bidders shall submit one (1) Bid under each lot, inclusive of all requisite supporting documents, as identified in the Bidding Documents, exclusively through the Electronic Government Procurement System, i.e., PPRA Sindh e-Pak Acquisition & Disposal System ("SPPRA EPADS") no later than 12:30 hours PST on May 11, 2026 ("Bid Submission Deadline"). Physical Bids submission will not be accepted. Bids will be opened on the Bid Submission Deadline at 13:00 hours PST in the presence of Bidders' authorized representatives, who may wish to attend, at the Committee Room of the PPP Unit, at the address provided below.

Bids submitted for each lot shall remain valid for a period of ninety (90) days from the Bid Submission Deadline and shall be accompanied, as part of the Technical Proposal, by a scanned copy of the Bid Security, in an amount not less than PKR 300,000/- (Pak Rupees Three Hundred Thousand Only) for each lot. The original copy of Bid Security for each lot shall be submitted separately via mail or physically by hand at the address provided below by the Bid Submission Deadline. The Bid Security shall be in the form of a pay order, demand draft, or bank guarantee valid for twenty-eight (28) days beyond the Bid Validity Period and issued by a scheduled bank of Pakistan in favor of the 'Director General PPP Unit, Finance Department'. It is mandatory for Bids to be prepared using standard formats provided in the Bidding Documents. Bids that are not prepared on the prescribed formats may not be considered for evaluation.

The Procuring Agency reserves the rights to amend the Bidding Documents, cancel the bidding process, or accept/reject any Bid at any time in accordance with the SPP Rules. The address referred to above for the issuance of the Bidding Documents, submission of Bid Security, and opening of Bids is:

**Director (Admin & Accounts)**  
**Public-Private Partnership Unit, Finance Department**

Address: 7th Floor, Finance Department, A.K Lodhi, Block Sindh Secretariat Building No. 6,  
Shahrah-e-Kamal Ataturk, Karachi.

Phone: +9221-99222193 Fax: +9221-99222193 Email: info.p3proc@gmail.com

Website: Procuring Agency <https://pppunitsindh.gov.pk/>; SPPRA EPADS <https://portalsindh.eprocure.gov.pk/#>



LINE-NY-1542/2026



# بلک پرائیویٹ پارٹنرشپ یونٹ

محکمہ خزانہ، حکومت سندھ

## بولیوں کی دعوت



### مواصلاتی خدمات اور تشہیری مواد کی خریداری

IFB حوالہ نمبر: PPPU-FD/PROC-COM/2025-26

تاریخ اجراء: 27 اپریل 2026

حکومت سندھ نے رواں مالی سال کے دوران پبلک پرائیویٹ پارٹنرشپ (PPP) یونٹ، محکمہ خزانہ ("خریداری ادارہ") کے مواصلاتی اور تشہیری اقدامات کی حمایت کے لیے فنڈز بخش کیے ہیں، جن کا ایک حصہ مواصلاتی خدمات اور تشہیری مواد کی خریداری کے لیے استعمال کیا جائے گا۔ اس خریداری کا مقصد PPP منصوبوں کی نمائندگی اور اثر کو بڑھانا، منصوبوں کی پیشرفت اور نفاذ کی صورتحال کو اجاگر کرنا، سرمایہ کاروں کو متوجہ کرنا، عوامی اعتماد کو فروغ دینا اور اسٹیک ہولڈرز کی فعال شرکت کو یقینی بنانا ہے۔ اس نتیجہ میں، خریداری ادارہ دو علیحدہ لٹس کے تحت مواصلاتی خدمات اور تشہیری مواد کی خریداری کے لیے اہل بولی دہندگان سے سہ ماہی بولیاں طلب کرتا ہے:

لاٹ 1: سندھ PPP قانونی اور ادارہ جاتی فریم ورک (بشمول اہم پالیسی اصلاحات اور کامیابیاں) اور PPP منصوبوں کی دائرہ کار، اہداف، اثرات اور اہم خصوصیات/پیشرفت کو اجاگر کرنے والی اعلیٰ معیار کی ویڈیو گرافی کی تیاری۔  
لاٹ 2: II براؤنڈ آؤٹ ریج کی حمایت کے لیے ضروری تشہیری مواد اور محتلف کاڈیز آن اور پرنٹنگ لامزید تفصیل ہڈنگ دستاویزات کے حصہ 2 کی ٹیکشن V (سرگرمی شیڈول) میں درج ہے۔

خریداری کا عمل سندھ پبلک پروکیورمنٹ قوانین، 2010 ("SPP قوانین") کے مطابق سنگل اسٹیج ٹو انویلوپ طریقہ کار کے ذریعے پیش کیے گئے ہڈنگ کے تحت منعقد کیا جائے گا اور تمام اہل بولی دہندگان کے لیے کھلا ہے۔  
بولی دہندگان ایک یا دونوں لٹس کے لیے بولیاں جمع کرا سکتے ہیں، بشرطیکہ ہر بولی متعلقہ لٹ کی مکمل خدمات/اشیاء پر محیط ہو۔ معاہدے کا اعزاز اس بولی دہندہ کو دیا جائے گا جو سب سے فائدہ مند بولی پیش کرے یعنی تمام معیارات پورے کرے، شرائط و ضوابط سے مطابقت رکھے اور متعلقہ لٹ کے لیے کم ترین لاگت پیش کرے۔

### اہم تاریخیں اور ہدایات

ہڈنگ دستاویزات کا حصول: 27 اپریل 2026 سے 11 مئی 2026 تک تحریری درخواست کے ذریعے ذیل میں درج پتے پر یا SPPRA EPADS یا PPP یونٹ کی ویب سائٹ سے بالکل مفت ڈاؤن لوڈ کیا جاسکتا ہے۔  
بولی جمع کرانے کی آخری تاریخ: 11 مئی 2026، دوپہر 12:30 بجے PST بولیاں صرف SPPRA EPADS (ایلیکٹرانک پروکیورمنٹ پروکیورمنٹ سسٹم) کے ذریعے جمع کرائی جائیں۔ جسمانی بولیاں قبول نہیں کی جائیں گی۔  
بولیوں کا افتتاح: 11 مئی 2026 کو دوپہر 1:00 بجے PPP PST یونٹ کے کینی روم میں، بولی دہندگان کے مجاز نمائندے حاضر ہو سکتے ہیں۔

بولی کی میعاد: بولی جمع کرانے کی آخری تاریخ سے 90 (نوے) دن۔

بولی کی ضمانت: ہر لٹ کے لیے کم از کم -/PKR 300,000 (تین لاکھ روپے) بے آرڈر، ڈیمانڈ ڈرافٹ یا پاکستان کے کسی شیڈول بینک کی جانب سے ڈائریکٹریجنل PPP یونٹ، محکمہ خزانہ کے حق میں جاری بینک گارنٹی کی صورت میں، جو بولی کی میعاد سے 28 دن آگے تک درست ہو۔ ہر لٹ کی اصل بولی ضمانت آخری تاریخ تک ذیل میں درج پتے پر بذریعہ ڈاک یا بالحاظر جمع کرانا لازمی ہے۔

بولیاں ہڈنگ دستاویزات میں فراہم کردہ معیاری فارمیٹس پر تیار کرنا لازمی ہے۔ مقررہ فارمیٹس پر تیار نہ کی گئی بولیوں پر غور نہیں کیا جاسکتا۔ خریداری ادارہ SPP قوانین کے مطابق ہڈنگ دستاویزات میں ترمیم کرنے، ہڈنگ کا عمل منسوخ کرنے یا کسی بھی وقت کوئی بھی بولی قبول یا رد کرنے کا حق محفوظ رکھتا ہے۔

ڈائریکٹر (ایڈمن اور اکاؤنٹس)

بلک پرائیویٹ پارٹنرشپ یونٹ، محکمہ خزانہ

رابطہ کا پتہ

WORK FOR SINDH




پتہ: ساتویں منزل محکمہ خزانہ، ای کے لودھی بلاک، سندھ سیکورٹریٹ بلڈنگ صبر 6، شاہراہ کمال اتاترک، کراچی


فون: +9221-99222193 فیکس: +9221-99222193 ای میل: info.p3proc@gmail.com

ویب سائٹ: # https://portalsindh.eprocure.gov.pk/ SPPRA EPADS: https://pppunitsindh.gov.pk/

INF-KRY 1542/2026



**پبلڪ پرائيوٽ پارٽنرشپ يونٽ**  
**فنانس ڊپارٽمينٽ**  
**گورنمينٽ آف سنڌ**  
**آچن جي دعوت**



**ڪميونيڪيشن سروسز ۽ پبلستي ميٽريل جي فراهمي**

آءِ ايف ٻي ريفرنس نمبر: PPPU\_FD/PROC\_COM/2025\_26  
 اجراء جي تاريخ: 27 اپريل 2026

سنڌ حڪومت موجوده مالي سال دوران پبلڪ پرائيوٽ پارٽنرشپ (PPP) يونٽ، فنانس ڊپارٽمينٽ (پروڪيورنگ ايجنسي) لاءِ ڪميونيڪيشن ۽ پبلستي سرگرمين جي حمايت لاءِ فنڊ مختص ڪيا آهن. خريداري ڪندڙ ادارن انهن فنڊن جو هڪ حصو اهڙين جائز ادائين لاءِ استعمال ڪرڻ جو ارادو رکي ٿو جيڪي ڪميونيڪيشن سروسز ۽ پبلستي مواد جي خريداري سان لاڳاپيل آهن. انهن جو مقصد PPP منصوبن جي نمايانيت ۽ اثر کي وڌائڻ، منصوبن جي پيش رفت ۽ عملدرآمد جي صورتحال کي اجاگر ڪرڻ، پرڪشش قدر جي تجويزن ذريعي امڪاني سيٽيڪارن کي متوجھ ڪرڻ، هوائي اعتماد کي وڌائڻ ۽ اسٽيڪ هولڊرز جي فعال شموليت کي فروغ ڏيڻ آهي.

هن پسنظر ۾، پروڪيورنگ ايجنسي طرفان اهل آچ ڏيندڙن کان رابطي جون خدمتون ۽ اشتھاري مواد حاصل ڪرڻ لاءِ هن الڳ لائن تحت معر بند آچون گھرايون وڃن ٿيون جن مان لات آف سنڌ پي پي پي جي قانوني ۽ اداري ڍانچي ۽ منصوبن بابت اعلان معيار جي وڌيڪ شامل آهي. جڏهن ته لات آف پرائڊ آئوٽ ريج لاءِ ضروري تشعيري مواد ۽ تحفن جي ڊزائين ۽ ڇپائي شامل آهي. جيئن تفصيل سيڪشن ۷ (سرگرمين جو شيڊيول) حصو 2 (خريداري ڪندڙ اداري جي گھرجن) ۾ ڏنل آهي.

خريداري جو عمل قومي مقابلي واري آچ ذريعي سنگل اسٽيج ٽو اينٽي لوب طريقن تحت، سنڌ پبلڪ پروڪيورمينٽ رولز 2010 (ايس پي پي رولز) مطابق ڪيو ويندو ۽ جيئن آچ دستاويزن ۾ بيان ڪيل آهي سڀني اهل آچ ڏيندڙن لاءِ کليل هوندو جتي آچ ڏيندڙ هڪ يا ٻنهي لائن لاءِ آچون جمع ڪرائي سگھن ٿا. بشرطڪ هر آچ لاڳاپيل لات جي سموري دائري تي مشتمل هجي ۽ ليڪوان آچ ڏيندڙ کي ڏنو ويندو جيڪو هر لات لاءِ سڀ کان وڌيڪ فائديمند آچ پيش ڪندو. بشرطڪ اهو جائزي جي معيارن تي ٿيندو. شرطن ۽ ضابطن سان مڪمل مطابقت ڏيکاري ۽ مقرر لات جي مڪمل دائري لاءِ گھٽ ۾ گھٽ جائزو ورتل لاڳت پيش ڪري.

اميدوار آچ ڏيندڙ 27 اپريل 2026 کان 11 مئي 2026 تائين انگريزي ۾ آچ دستاويز مٿ حاصل ڪري سگھن ٿا يا ته (اي) لکت واري درخواست سان هيٺ ڏنل پتي تي ذاتي طور جمع ڪرائي. جنهن ۾ پورو نالو پتو ۽ رابطي جا تفصيل درج هجن. يا (بي) اليڪٽرانڪ طريقن سان SPPRA EPADS يا PPP يونٽ جي ويب سائيٽ تان ڊائون لوڊ ڪري ۽ اهڙي ڊائون لوڊ بابت خريداري ڪندڙ اداري کي اي ميل ذريعي اطلاع ڏيڻ.

آچ ڏيندڙ هر لات لاءِ هڪ (1) آچ، سڀني ضروري سهائتا ڪندڙ دستاويزن سميت جيئن آچ دستاويزن ۾ بيان ڪيل آهي، صرف اليڪٽرانڪ گورنمينٽ پروڪيورمينٽ سسٽم يعني PPRا سنڌ اي-پاڪ ايڪزيڪيوشن اينڊ ڊسپوزل سسٽم (SPPRA EPADS) ذريعي 11 مئي 2026 تي 12:30 وڳي تائين (آچ جمع ڪرائڻ جي آخري تاريخ) جمع ڪرائيندا. جڏهن ته فزيڪل آچون قبول نه ڪيون وينديون ۽ آچون ساڳئي تاريخ تي 13:00 وڳي پي پي پي يونٽ جي ڪميشن روم ۾، جتي آچ ڏيندڙن جا بااختيار نمائندا شرڪت ڪري سگھن ٿا، کوليون وينديون. هر لات لاءِ جمع ڪرائيل آچون آخري تاريخ کان نوي (90) ڏينهن تائين ڪارائتو رهنديون ۽ ٽيڪنيڪل پروپوزل جي حصي طور گھٽ ۾ گھٽ 300,000 پاڪستاني روپين جي آچ سيڪيورٽي جي اسڪين ڪاپي سان گڏ هوندي. جڏهن ته اصل ڪاپي الڳ سان مقرر پتي تي آخري تاريخ تائين کپال يا مٿوٽ ذريعي جمع ڪرائڻي هوندي جيڪا پي آرڊر ڊيمانڊ ڊرافٽ يا پئسنڪ گارنٽي جي صورت ۾ پاڪستان جي شيڊيولڊ پئسنڪ طرفان "ڊائريڪٽر جنرل پي پي پي يونٽ، فنانس ڊپارٽمينٽ" جي نالي جاڙي ٿيل هجي ۽ آچ جي ڪارآمد واري مدي کان وڌيڪ (28) ڏينهن تائين ڪارآمد هجي ۽ اهو لازمي آهي ته آچون آچ دستاويزن ۾ ڏنل معياري فارميٽن مطابق تيار ڪيون وڃن. پي صورت ۾ اهڙيون آچون جائزي لاءِ قبول نه ڪيون وينديون.

INF/KRY.No.1542/26  
 ڊائريڪٽر (اڊمن اينڊ اسڪالٽرس)  
 پبلڪ-پرائيوٽ پارٽنرشپ يونٽ، فنانس ڊپارٽمينٽ  
 ايڊريس: 7 نئون فنانس ڊپارٽمينٽ، A.K. لوي بلاڪ، سنڌ سيڪريٽريٽ بلڊنگ نمبر 6، شاهراهه ڪمال اتار ڪو، ڪراچي  
 فون: 92 21 99222 193، فیکس: 92 21 99222 193، اي ميل: info.p3proc@gmail.com  
 ويب سائيٽ: پروڪيورنگ ايجنسي - <https://www.pppunitsindh.gov.pk/#/>، سڀرا [https://portalsindh.eprocure.gov.pk/#/\\_EPADS](https://portalsindh.eprocure.gov.pk/#/_EPADS)



**Public-Private Partnership Unit  
Finance Department  
Government of Sindh**

7<sup>th</sup> Floor, A.K. Lodhi Block Finance Complex, Sindh Secretariat Building No.6, Karachi

Phone: +92 21 99222190

**NOTIFICATION**

**NO. PPPU-FD/PROC-FF/2025-26:** In pursuance of Rules 7 & 8 of the Sindh Public Procurement Rules, 2010, a Procurement Committee, comprising of the following officers and terms of references, is hereby constituted to carry out procurements related to the advertising & publicity, maintenance of website, hardware, furniture and fixture required to the Public-Private Partnership (PPP) Unit using its annual budgetary allocation:

- Senior Director (Technical)/ Director (Admin & Accounts), PPP Unit      Chairman
- Assistant Director/ DDO, PPP Unit      Member/ Secretary
- Representative of SGA&CD (not below BS-17)      Member

**Terms of Reference:** The Committee shall be responsible to perform the following functions:

- Preparing and/ or reviewing bidding documents;
- Carrying out technical as well as financial evaluation of bids;
- Preparing evaluation reports as provided in Rule 45 *ibid.*;
- Making recommendations for the award of procurement contracts to the competent authority;
- Any other function ancillary and incidental to the above.

**FAYAZ AHMED JATOI  
SECRETARY FINANCE**

NO. PPPU-FD/PROC-FF/2025-26

Karachi, dated the 22<sup>nd</sup> of September 2025

*A copy is forwarded for information and necessary action to:*

1. The Secretary (G.A), SGA&CD, GoS., Karachi, with a request to nominate an officer, not below BS-17, as member of the Committee.
2. The Director General, PPP Unit, Finance Department, GoS., Karachi.
3. The Chairman/ Members of the Committee.
4. The Private Secretary to Secretary Finance Department, GoS., Karachi.

  
**(AMAN ULLAH BHATTI)**  
Public-Private Partnership Unit  
**ASSISTANT DIRECTOR**  
Code: KQ0052  
**PUBLIC-PRIVATE PARTNERSHIP UNIT**



**Public-Private Partnership Unit  
Finance Department  
Government of Sindh**

7<sup>th</sup> Floor, A.K. Lodhi Block Finance Complex, Sindh Secretariat Building No.6, Karachi

Phone: +92 21 99222190

**NOTIFICATION**

**No. PPPU-FD/PROC-FF/2025-26:** In pursuance of Rule 31 of the Sindh Public Procurement Rules, 2010, a Complaint Redressal Committee, comprising of the following officers and terms of references, is hereby constituted to redress the complaints/ grievances of bidders that may arise during the procurements of Computer Hardware, Plant and Machinery, and Furniture & Fixture required to the Public-Private Partnership (PPP) Unit using its annual budgetary allocation:

- |  |          |
|--|----------|
| • Director General, PPP Unit   | Chairman |
| • Representative of the Accountant General Sindh   | Member   |
| • An independent professional from the relevant field<br>(to be nominated by the head of the procuring agency) | Member   |

**Terms of Reference:** The Committee shall be responsible for performing the tasks as provided under Rule 31 *ibid*.

**FAYAZ AHMED JATOI  
SECRETARY FINANCE**

NO. PPPU-FD/PROC-FF/2025-26

Karachi, dated the 22<sup>nd</sup> of September 2025

*A copy is forwarded for information and necessary action to:*

1. The Accountant General Sindh, Karachi.
2. The Chairman/ Members of the Committee.
3. The Private Secretary to Secretary Finance Department, GoS., Karachi.

  
**AMANULLAH BHATTI**  
(AMANULLAH BHATTI)  
Assistant Director  
Public-Private Partnership Unit  
Finance Department Govt. of Sindh  
1006, KARACHI

**PUBLIC-PRIVATE PARTNERSHIP UNIT**

# REQUEST FOR BIDS

## PROCUREMENT OF COMMUNICATION SERVICES AND PUBLICITY MATERIAL



**PUBLIC PRIVATE PARTNERSHIP UNIT  
FINANCE DEPARTMENT  
GOVERNMENT OF SINDH**

---

## **Summary**

### **Notice Inviting Tender**

**Request for Bids – Procurement of Communication Services and Publicity Material**

### **Bidding Document: Request for Bids for Publicity Material**

#### **PART 1 – BIDDING PROCEDURES**

- Section I     Instructions to Bidders**
- Section II    Bid Data Sheet**
- Section III   Evaluation and Qualification Criteria**
- Section IV    Bidding Forms**

#### **PART 2 – PROCURING AGENCY'S REQUIREMENTS**

- Section V     Activity Schedule**

#### **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

- Section VI    General Conditions of Contract**
- Section VII   Special Conditions of Contract**
- Section VIII   Contract Forms**

---

# Notice Inviting Tender

## Request for Bids

### Procurement of Communication Services and Publicity Material

**RFB No:** PPPU-FD/PROC-COM/2025-26

**Issued on:** April 27, 2026

1. The Government of Sindh has allocated funds during the current financial year to support communication and publicity initiatives for the Public-Private Partnership (PPP) Unit, Finance Department ('**Procuring Agency**'), which it intends to apply a portion of these funds toward eligible payments for the procurement of communication services and publicity material aimed at enhancing visibility and impact of PPP projects, showcasing projects' progress/implementation status, attracting potential investors through compelling value propositions, cultivating public trust, and fostering active stakeholder engagement.
2. In this context, the Procuring Agency hereby invites sealed Bids from eligible Bidders for procurements of communication services and publicity materials under two separate lots. Lot I encompasses the production of high-quality videography highlighting the Sindh PPP legal and institutional framework (including key policy reforms and achievements) and PPP projects with scope, objectives, impact, and key features/progress updates. Lot II covers the design and printing of essential promotional materials and giveaways to support brand outreach as further detailed in Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*) of the Bidding Documents issued for each respective lot.
3. The procurement process shall be conducted through National Competitive Bidding using the Single-Stage Two-Envelope procedure in accordance with the Sindh Public Procurement Rules, 2010 ('**SPP Rules**'), and is open to all eligible Bidders as defined in the Bidding Documents. Bidders may submit Bids for one or both lots, provided each Bid encompasses the full scope of services/items within the respective lot. The Contract(s) will be awarded to the Bidder(s) offering the Most Advantageous Bid under each lot; provided, however, meeting the evaluation criteria, demonstrating substantial responsiveness to terms and conditions, and offering the lowest evaluated cost for the entirety of the specified lot.
4. Prospective Bidders may acquire the Bid Documents in English free of charge from April 27, 2026, to May 11, 2026, either: (a) physically, by submitting a written application to the address provided below, specifying their full name, address and contact details; or (b) electronically, by downloading the same from the SPPRA EPADS or PPP Unit website and intimating the Procuring Agency of such download via email.
5. Bidders shall submit one (1) Bid under each lot, inclusive of all requisite supporting documents, as identified in the Bidding Documents, exclusively through the Electronic Government Procurement System, i.e., PPRA Sindh e-Pak Acquisition & Disposal System ('**SPPRA EPADS**') no later than 12:30 hours PST on May 11, 2026 ('**Bid Submission Deadline**'). Physical Bids submission will not be accepted. Bids will be opened on the Bid Submission Deadline at 13:00 hours PST in the presence

of Bidders' authorized representatives, who may wish to attend, at the Committee Room of the PPP Unit, at the address provided below.

6. Bids submitted for each lot shall remain valid for a period of ninety (90) days from the Bid Submission Deadline and shall be accompanied, as part of the Technical Proposal, by a scanned copy of the Bid Security, in an amount not less than PKR 300,000/- (Pak Rupees Three Hundred Thousand Only) for each lot. The original copy of Bid Security for each lot shall be submitted separately via mail or physically by hand at the address provided below by the Bid Submission Deadline. The Bid Security shall be in the form of a pay order, demand draft, or bank guarantee valid for twenty-eight (28) days beyond the Bid Validity Period and issued by a scheduled bank of Pakistan in favor of the '**Director General PPP Unit, Finance Department**'. It is mandatory for Bids to be prepared using standard formats provided in the Bidding Documents. Bids that are not prepared on the prescribed formats may not be considered for evaluation.
7. The Procuring Agency reserves the rights to amend the Bidding Documents, cancel the bidding process, or accept/reject any Bid at any time in accordance with the SPP Rules.
8. The address referred to above for the issuance of the Bidding Documents, submission of Bid Security, and opening of Bids is:

**Attention:** Director (Admin & Accounts)  
Public-Private Partnership Unit  
Finance Department

**Address:** 7<sup>th</sup> Floor, Finance Department, A.K Lodhi Block,  
Sindh Secretariat Building No. 6, Shahrah-e-Kamal Ataturk, Karachi.

**Phone:** +92 21 99222193

**Fax:** +92 21 99222193

**E-mail:** [info.p3proc@gmail.com](mailto:info.p3proc@gmail.com)

**Website:** <https://www.pppunitsindh.gov.pk/>

# Request for Bids

## Lot II: Procurement of Publicity Material

---

### Single Stage-Two Envelope Bidding Procedure

**RFB No:** PPPU-FD/PROC-COM/2025-26

**Procuring Agency:** Public-Private Partnership Unit, Finance Department

**Address:** 7<sup>th</sup> Floor, Finance Department, A.K Lodhi Block, Sindh Secretariat Building No. 6, Shahrah-e-Kamal Ataturk, Karachi.

**Issued on:** April 27, 2026

# Table of Contents

**Part 1 – Bidding Procedures ..... 3**

- Section I - Instructions to Bidders..... 4
- Section II - Bid Data Sheet (BDS) ..... 28
- Section III - Evaluation and Qualification Criteria ..... 32
- Section IV- Bidding Forms ..... 37

**Part 2 – Procuring Agency's Requirement ..... 57**

- Section V - Activity Schedule ..... 58

**Part 3 – Conditions of Contract and Contract Forms ..... 64**

- Section VI - General Conditions of Contract ..... 65
- Section VII - Special Conditions of Contract ..... 86
- Section VIII - Contract Forms ..... 94

# **Part 1 – Bidding Procedure**

# Section I - Instructions to Bidders

## Table of Clauses

<b>A. General</b> .....	<b>6</b>
1. Scope of Bid .....	6
2. Source of Funds.....	7
3. Fraud and Corruption.....	7
4. Eligible Bidders .....	8
5. Qualification of the Bidder.....	10
<b>B. Contents of Bidding Document</b> .....	<b>10</b>
6. Sections of Bidding Document .....	10
7. Site Visit .....	11
8. Clarification of Bidding Document .....	11
9. Amendment of Bidding Document.....	11
<b>C. Preparation of Bids</b> .....	<b>12</b>
10. Cost of Bidding .....	12
11. Language of Bid .....	12
12. Documents Comprising the Bid .....	12
13. Letter of Bid and Activity Schedule.....	13
14. Alternative Bids.....	13
15. Bid Prices and Discounts .....	14
16. Currencies of Bid and Payment .....	15
17. Documents Establishing Conformity of Services .....	15
18. Documents Establishing the Eligibility and Qualifications of the Bidder.....	15
19. Period of Validity of Bids.....	16
20. Bid Security .....	16
21. Format and Signing of Bid.....	17
<b>D. Submission of Bids</b> .....	<b>18</b>
22. Sealing and Marking of Bids .....	18
23. Deadline for Submission of Bids .....	19
24. Late Bids .....	19
25. Withdrawal, Substitution and Modification of Bids .....	19
<b>E. Opening of Technical Parts of Bids</b> .....	<b>19</b>
26. Opening of Technical Parts of Bids.....	19
<b>F. Evaluation of Bids – General Provisions</b> .....	<b>20</b>

27.	Confidentiality .....	20
28.	Clarification of Bids.....	20
29.	Deviations, Reservations, and Omissions .....	21
30.	Nonconformities, Errors and Omissions .....	21
<b>G. Evaluation of Technical Parts of Bids.....</b>		<b>21</b>
31.	Evaluation of Technical Parts .....	21
32.	Determination of Responsiveness .....	21
33.	Qualification of Bidders.....	22
<b>H. Opening of Financial Parts of Bids.....</b>		<b>22</b>
34.	Opening of Financial Parts .....	22
<b>I. Evaluation of Financial Parts of Bids .....</b>		<b>24</b>
35.	Evaluation of Financial Parts .....	24
36.	Correction of Arithmetical Errors .....	25
37.	Conversion to Single Currency .....	25
38.	Margin of Preference .....	25
39.	Comparison of Financial Parts .....	25
40.	Most Advantageous Bid.....	26
41.	Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids.....	26
42.	Standstill Period .....	26
<b>J. Award of Contract .....</b>		<b>26</b>
43.	Award Contract .....	26
44.	Notification of Award .....	26
45.	Debriefing by the Procuring Agency.....	27
46.	Signing of Contract .....	27
47.	Performance Security .....	27
48.	Procurement-Related Complaints.....	27

## Section I - Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 In connection with the Notice Inviting Tender (NIT)/Request for Bids (RFB) specified in the Bid Data Sheet (BDS), the Procuring Agency, as designated **in the BDS**, issues this Bidding Document for the performance of Services as detailed in Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*). The specific name, identification and number of lots (Contracts) comprising this procurement process are specified **in the BDS**.

Where a procurement is via SPPRA EPADS, all references to the issuance, access, and milestones of this Bidding Document shall be governed by the electronic protocols of the portal.

- 1.2 Throughout this Bidding Document, except where the context otherwise requires:
- (a) **'Day'** means a calendar day; **'Business Day'** means any day that is an official working day of the Procuring Agency and excludes the official public holidays.
  - (b) **'In Writing'** means any communication documented in written form (mail, email, or via SPPRA EPADS) with proof of transmission and receipt.
  - (c) **'PDF'** means portable document format, non-editable electronic file format mandatory for the submission of the Technical Part, Financial Part, and all supporting documents via the SPPRA EPADS.
  - (d) **'Procuring Agency's Personnel'** shall have the meaning ascribed to it in Sub-Clause 1.1. of the GCC.
  - (e) **'Service Provider's Personnel'** shall have the meaning ascribed to it in Sub-Clause 1.1. of the GCC.
  - (f) **'SPP Rules'** means the Sindh Public Procurement Rules, 2010 (as amended from time to time).
  - (g) **'SPPRA'** means the Sindh Public Procurement Regulatory Authority.
  - (h) **'SPPRA EPADS'** means the SPPRA e-Pak Acquisition & Disposal System accessible via <https://portalsindh.eprocure.gov.pk>.

- (i) **'Submission Guidelines'** means the prevailing instructions and step-by-step electronic protocols mandated by the SPPRA for the encryption, upload, and finalized submission of Bids via the SPPRA EPADS.
- 1.3 Successful Bidder shall be required to complete the performance of the Services by Intended Completion Date as stipulated **in the BDS**.
- 2. Source of Funds**
  - 2.1 The Procuring Agency, as identified **in the BDS**, has applied for or received financing (**'Funds'**) from the Government of Sindh (**'Government'**) in the amount specified **in the BDS** or the approved procurement plan. These Funds are earmarked for the execution of the procurement activity designated **in the BDS**. The Procuring Agency intends to apply a portion of these Funds to eligible payments under the Contract(s) resulting from this Bidding Document.
  - 2.2 Payment by the Procuring Agency will be made subject to the approvals by the Government, in accordance with the applicable laws. The relevant provisions prohibit withdrawals from the allocated fund account for payments to persons or entities, or for any import of goods, if such payment or import is prohibited by the decision of the United Nations Security Council decision under Chapter VII of the United Nations Charter. No party other than the Procuring agency shall have any rights to or claims on the allocated fund proceeds.
- 3. Fraud and Corruption**
  - 3.1 The Government requires that the Procuring agency, as well as all Bidders involved in Government-financed contracts, observe the highest standards of ethics during the procurement process and subsequent execution of such contracts. In pursuance of this, and as defined under the SPP Rules, the following practices are strictly prohibited:
    - (a) **'Corrupt Practice'** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party for wrongful gains.
    - (b) **'Fraudulent Practice'** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation.
    - (c) **'Collusive Practice'** means any arrangement between two or more parties involved in the procurement process or contract execution, designed to achieve, with or without the knowledge of the procuring agency, artificially noncompetitive prices for wrongful gains.

- (d) **'Coercive Practice'** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party.
- (e) **'Obstructive Practice'** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affecting the execution of a contract, or deliberately destroying, falsifying, altering or concealing evidence material to an investigation or making false statements before investigators in order to materially impede an investigation into allegations of corrupt, fraudulent, coercive or collusive practices, or threatening, harassing, or intimidating any party to prevent it from disclosing the knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the SPP Rules.

3.2 Bidders shall permit, and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records, and other documents relating to any aspect of the procurement process (including pre-qualification, bid submission) and contract performance, and to have them audited by auditors appointed by the Government or the Procuring Agency.

#### 4. Eligible Bidders

4.1 A Bidder may be a private entity, a state-owned enterprise (subject to ITB 4.6), or any combination of such entities in the form of a Joint Venture (JV), if permitted **in the BDS**, under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, if permitted **in the BDS**, all members shall be jointly and severally liable for the execution of entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business, including the electronic submission of the Bid via SPPRA EPADS, and to bind the JV during the procurement process and contract execution. Unless specified otherwise **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder determined by the Procuring Agency to have a conflict of interest shall be disqualified. A Bidder may be deemed to have a conflict of interest if the Bidder:

- (a) directly or indirectly controls, is controlled by, or is under common control with another Bidder;

- (b) receives or has received any direct or indirect subsidy from another Bidder;
  - (c) shares the same legal representative as another Bidder for purposes of this Bid;
  - (d) maintains a relationship with another Bidder, directly or through common third parties, that allows for the exercise of influence over the Bid of another Bidder or decisions of the Procuring Agency;
  - (e) any of its affiliates participated as a consultant in the preparation of the Procuring Agency's Requirements or technical specifications;
  - (f) has a close business or family relationship with a professional staff of the Procuring Agency who is involved in the preparation of the Bidding Documents, evaluation of Bids, or the subsequent supervision of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. Simultaneous participation as a Bidder and a subcontractor is prohibited and shall result in the disqualification of all Bids in which the firm is involved.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been declared blacklisted by a federal, provincial, or non-government department or agency in Pakistan, or by any provincial government of a foreign country or international organizations, shall be ineligible to bid or be awarded a Contract. This ineligibility extends to benefiting from such a contract, financially or otherwise, for the period determined by the blacklisting agency. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Procuring Agency, that they: (i) are legally and financially autonomous; (ii)

operate under commercial law; and (iii) are not under supervision of the Procuring Agency.

- 4.7 A Bidder shall not be under debarment or blacklisted from Bidding by the Procuring Agency or any other provincial department due to any grounds as set forth in the Regulations for Blacklisting of Bidders, 2023.
- 4.8 Firms and individuals shall be ineligible if (a) as a matter of law or official regulations, the Procuring Agency's Country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's Country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 This procurement process is open to all eligible Bidders, unless otherwise specified in ITB 18.4.
- 4.10 A Bidder shall provide documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

**5. Qualification of the Bidder**

- 5.1 All Bidders shall provide in Section IV (*BIDDING FORMS*) a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event the prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of Section III (*EVALUATION AND QUALIFICATION CRITERIA*) shall not apply.

## **B. Contents of Bidding Document**

**6. Sections of Bidding Document**

- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the sections indicated below, and be read in conjunction with any Addenda issued in accordance with ITB 9.

**PART 1: Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms

**PART 2: Procuring Agency's Requirements**

- Section V – Procuring Agency's Requirements

**PART 3: Contract**

- Section VI - General Conditions of Contract (GCC)
- Section VII - Special Conditions of Contract (SCC)

- Section VIII - Contract Forms
- 6.2 The Request for Bids or the notice to prequalified Bidders, as the case may be issued by the Procuring Agency, is not part of this Bidding Document.
- 6.3 Unless obtained directly from the Procuring Agency or downloaded from the designated websites, the Procuring Agency is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Procuring Agency or downloaded from the designated websites shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information or documentation as is required by the Bidding Document.
- 7. Site Visit**
- 7.1 The Bidder, at its own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the Services. Costs of visiting the location for required Services and its surroundings shall be at the Bidder's own expense.
- 8. Clarification of Bidding Document**
- 8.1 A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Agency in writing at the Procuring Agency's address specified **in the BDS**. The Procuring Agency will respond in writing to any request for clarification, provided that such a request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Procuring Agency shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Procuring Agency shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
- 9. Amendment of Bidding Document**
- 9.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding Document by issuing addenda.
- 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Procuring Agency in accordance with ITB 6.3. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency and SPPRA's web pages in accordance with ITB 8.1.

- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

### C. Preparation of Bids

- 10. Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of Bid, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 11. Language of Bid** 11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Procuring Agency shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 12. Documents Comprising the Bid** 12.1 The Bid shall comprise two (2) parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously using two separate PDF files containing scanned copies of the original documents in accordance with the instructions set out for the single stage-two envelope procedure in the Submission Guidelines. One PDF file shall contain only information relating to the Technical Part and the other information relating to the Financial Part.
- 12.2 The **Technical Part** shall contain the following:
- (a) **Letter of Bid - Technical Part:** prepared in accordance with ITB 13.
  - (b) **Alternative Bid - Technical Part:** if permissible in accordance with ITB 14, the Technical Part of any Alternative Bid.
  - (c) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3.
  - (d) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted.
  - (e) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid.
- (a) **Bid Security:** in accordance with ITB 20.1.

- (f) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (g) any other document required **in the BDS.**

12.3 The **Financial Part** shall contain the following:

- (b) **Letter of Bid – Financial Part:** prepared in accordance with ITB 13.
- (c) **Price Schedules:** completed prepared in accordance with ITB 13 and ITB 15.
- (d) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid.
- (e) any other document required **in the BDS.**

12.4 The Technical Part shall not include any financial information related to the Bid Price. Where material financial information related to the Bid Price is contained in the Technical Part, the Bid shall be declared non-responsive.

12.5 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members as specified **in the BDS.** Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12.6 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

### **13. Letter of Bid and Activity Schedule**

13.1 The Bidder shall prepare the Letter of Bid – Technical Part, Letter of Bid – Financial Part, and priced Activity Schedule using the relevant forms furnished in Section IV (*BIDDING FORMS*). These forms shall be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled with the information requested.

### **14. Alternative Bids**

14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical

alternatives, if any, of the Most Advantageous Bidder shall be considered by the Procuring Agency.

14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III (*EVALUATION AND QUALIFICATION CRITERIA*).

14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*).

### **15. Bid Prices and Discounts**

15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid – Financial Part and in the Activity Schedule(s) shall conform to the requirements specified below.

15.2 All lots (Contracts) and items must be listed and priced separately in the Activity Schedule(s).

15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the priced Activity Schedule, submitted by the Bidder.

15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part, in accordance with ITB 13.1.

15.5 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications and listed in the Activity Schedule in Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*). Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date prevailing on the deadline for submission of Bids, shall be included in the total Bid Price submitted by the Bidder.

15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the

Special Conditions of Contract and of the General Conditions of Contract.

15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

**16. Currencies of Bid and Payment**

16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Agency's Country the portion of the Bid Price that corresponds to expenditures incurred in the currency of the Procuring Agency's Country, unless otherwise specified **in the BDS**.

16.2 The Bidder may express the Bid Price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than one foreign currency(ies) in addition to the currency of the Procuring Agency's Country, unless otherwise specified **in the BDS**.

16.3 Bidders may be required by the Procuring Agency to justify their foreign currency requirements and to substantiate the amounts included in the Lumpsum are reasonable and responsive to ITB 16.1 and 16.2.

**17. Documents Establishing Conformity of Services**

17.1 To establish the conformity of the Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*).

17.2 Standards for provision of the Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*).

**18. Documents Establishing the Eligibility and Qualifications of the Bidder**

18.1 To establish the Bidders their eligibility in accordance with ITB 4 and ITB 12, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV (*BIDDING FORMS*).

18.2 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 that the Bidder meets each of the qualification criterion specified in Section III (*EVALUATION AND QUALIFICATION CRITERIA*).

18.3 All Bidders shall provide in Section IV (*BIDDING FORMS*), a preliminary description of the proposed methodology, work plan, and schedule.

- 18.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.
- 18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III (*EVALUATION AND QUALIFICATION CRITERIA*).
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Procuring Agency in accordance with ITB 9. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Procuring Agency in accordance with ITB 9, shall be rejected by the Procuring Agency as nonresponsive.
- 19.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.
- 20. Bid Security**
- 20.1 The Bidder shall furnish, as Technical Part of its Bid, a scanned copy of the original Bid security, of the minimum amount and currency specified **in the BDS**.
- 20.2 Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 20.8.
- 20.3 The Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a scheduled bank located in the Procuring Agency's Country.
  - (b) another security specified **in the BDS**, from a scheduled bank located in the Procuring Agency's Country.
- If Bid Security is issued by a bank located outside the Procuring Agency's Country, the Bid Security shall be counter guaranteed by a scheduled bank located in the Procuring Agency's Country to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV (*BIDDING FORMS*), or in another

substantially similar format approved by the Procuring Agency prior to Bid submission. Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

- 20.4 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 20.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.
- 20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required Performance Security and signed the Contract.
- 20.7 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
  - (b) a Bidder does not accept the corrected of the quoted amount following the correction of arithmetic errors; or
  - (c) a Bidder has been found blacklisted by any agency of Federal of Provincial Government; or
  - (d) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 46; or
    - (ii) furnish a performance security in accordance with ITB 47.
- 20.8 The Bid Security of a JV must be in the name of the JV or any of its member that submits the Bid.

## 21. Format and Signing of Bid

- 21.1 The Bidder shall prepare Bid comprising scanned copies of original Technical Proposal and Financial Proposal, each submitted as a separate PDF file titled '**TECHNICAL PROPOSAL**' and '**FINANCIAL PROPOSAL**' containing documents specified in ITB 12. These PDF files, as part of the Bid, shall be prepared in accordance with instructions set out for the 'single-stage two-envelope' procedure of the Submission Guidelines.
- 21.2 The Bidder shall mark as '**CONFIDENTIAL**' information in its Bid which are confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 The original and all copies, as specified **in the BDS**, of the Bid shall be typed or written in indelible ink and shall be signed by a person duly

authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Technical Part of Bid. The name and position held by such person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initiated by the person signing the Bid.

- 21.4 In case the Bidder is a JV as permitted **in the BDS**, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bids.

## D. Submission of Bids

### 22. Sealing and Marking of Bids

- 22.1 The Bidder shall deliver the Bid in two separate PDF files (the Technical Part and the Financial Part) via SPPRA EPADS in accordance with the Submission Guidelines. Each Bidder shall register itself as a 'Supplier' on SPPRA EPADS by creating a dedicated account. The Bidder is responsible for ensuring its compliance with this requirement prior to the Bid Submission Deadline.
- 22.2 In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked '**COPIES: TECHNICAL PART**'. Copies of the Financial Part shall be placed in a separate sealed envelope marked '**COPIES: FINANCIAL PART**'. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked '**BID COPIES**'. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.3 The envelopes marked '**BID COPIES**' shall be enclosed in a separate sealed outer envelope for submission to the Procuring Agency.
- 22.4 All inner and outer envelopes, shall:
- (a) bear the name and address of the Bidder.
  - (b) be addressed to the Procuring Agency in accordance with ITB 23.1.
  - (c) bear the specific identification of this Bidding Process indicated in ITB 1.1; and
  - (d) bear a warning not to open before the time and date for Bid opening.

- 22.5 If envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 23. Deadline for Submission of Bids**
- 23.1 Bids shall be received by the Procuring Agency via SPPRA EPADS no later than the date and time specified **in the BDS**. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.
- 23.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 24. Late Bids**
- 24.1 The Procuring Agency shall not consider any Bid, including physical copy of the Bid Security, that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid, including Bid Security, received by the Procuring Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25. Withdrawal, Substitution and Modification of Bids**
- 25.1 A Bidder may withdraw, substitute, or modify its Bid via the SPPRA EPADS after it has been submitted and before the deadline for submission of Bids.
- 25.2 No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

## **E. Opening of Technical Parts of Bids**

- 26. Opening of Technical Parts of Bids**
- 26.1 The Procuring Agency shall, at this Technical Parts opening, publicly open and read out all Bids (Technical Proposals only) received by the deadline for submission of bids at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives, who choose to attend.
- 26.2 If the Technical Part and Financial Part (or any part thereof) are submitted together in one PDF file, other than as specified **in the BDS**, the entire Bid may be rejected. If any document required to be submitted with the Technical Part, is submitted with the Financial Part, or if any document required to be submitted with Financial Part is submitted with the Technical Part, such document shall not be considered for evaluation and may also form basis of rejection of a Bid.

- 26.3 The Financial Part shall remain secured and unopened on the SPPRA EPADS until the specified date and time of their opening, as communicated in advance by the Procuring Agency to the Bidders.
- 26.4 Only Technical Parts of Bids that are read out and recorded during the Bid opening shall be considered for evaluation as per the requirements of the Bidding Document.
- 26.5 At the Bid opening the Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid.
- 26.6 Following the opening of the Technical Parts of the Bid the Procuring Agency shall prepare a record that shall include, as a minimum the name of the Bidder and the presence of the Bid Security.
- 26.7 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **F. Evaluation of Bids – General Provisions**

- 27. Confidentiality**
- 27.1 Information relating to the evaluation of Bids and recommendation of Contract Award, shall not be disclosed to Bidders, or any other persons not officially concerned with the Bidding Process, until after the Procuring Agency transmits to all Bidders the Bid Evaluation Report Award the Contract in accordance with the SPP Rules.
- 27.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the Evaluation of the Bids, in accordance with ITB 36.

- 28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.
- 29. Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of Bids, the following definitions apply:
- (a) 'Deviation' is a departure from the requirements specified in the Bidding Document.
  - (b) 'Reservation' is the setting of limiting conditions or withholding complete acceptance of the requirements specified in the Bidding Document.
  - (c) 'Omission' is the failure to submit part, or all of the information or documentation required in the Bidding Document.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any nonconformities in the Bid.
- 30.2 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such an omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

## G. Evaluation of Technical Parts of Bids

- 31. Evaluation of Technical Parts**
- 31.1 In evaluating the Technical Parts of each Bid, the Procuring Agency shall use the criteria and methodologies listed in ITB 32, ITB 33, the BDS, if applicable, and Section III (*EVALUATION AND QUALIFICATION CRITERIA*). No other evaluation criteria or methodologies shall be permitted.
- 32. Determination of Responsiveness**
- 32.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12. A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Procuring Agency's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.1 The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section V (*ACTIVITY SCHEULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*) of Bidding Document have been met without any material deviation or reservation, or omission.

31.2 If a Bid is not substantially responsive to the requirements of Bidding Document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **33. Qualification of Bidders**

33.1 The Procuring Agency shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the Bidding Document, meet the Qualification Criteria specified in Section III (*EVALUATION AND QUALIFICATION CRITERIA*).

33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Bidding Document), or any other firm different from the firm.

## **H. Opening of Financial Parts of Bids**

### **34. Opening of Financial Parts**

34.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Procuring Agency shall notify via SPPRA EPADS those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the Bidding Document, advising them of the following information:

- (a) the grounds on which their Technical Part of the Bid failed to meet the requirements of the Bidding Document.

- (b) notify them of the date, time and location of the public opening of the **'FINANCIAL PART'**.
- 34.2 The Procuring Agency shall, simultaneously via SPPRA EPADS, notify those Bidders whose Technical Parts have been evaluated as substantially responsive to the Bidding Document and met the Qualification Criteria, advising them of the following information:
  - (a) their Bid has been evaluated as substantially responsive to the Bidding Document and met the Qualification Criteria.
  - (b) their **'FINANCIAL PART'** will be opened at the public opening of Financial Parts.
  - (c) notify them of the date, time and location of the public opening of the envelopes marked **'FINANCIAL PART'**.
- 34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives who choose to attend.
- 34.4 At this public opening the Financial Parts will be opened by the Procuring Agency in the presence of Bidders, or their designated representatives who choose to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their **'FINANCIAL PART'** opened at the second public opening. Each of these **'FINANCIAL PART'** shall be inspected to confirm that they have remained un-accessed. These parts shall then be opened by the Procuring Agency. The Procuring Agency shall read out the names of each Bidder, and the total Bid Prices, per lot (contract) if applicable, including any discounts, and any other details as the Procuring Agency may consider appropriate.
- 34.5 Only Financial Part of Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.
- 34.6 The Procuring Agency shall neither discuss the merits of any Bid nor reject any **'FINANCIAL PART'**.
- 34.7 The Procuring Agency shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
  - (a) the name of the Bidder whose Financial Part was opened.
  - (b) the Bid price, per lot (contract) if applicable, including any discounts.

34.8 The Bidders whose '**FINANCIAL PART**' have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders in accordance with the SPP Rules.

## **I. Evaluation of Financial Parts of Bids**

### **35. Evaluation of Financial Parts**

35.1 To evaluate the Financial Part of each Bid, the Procuring Agency shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 15.
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1.
- (c) price adjustment due to discounts offered in accordance with ITB 15.4.
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36.
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors specified in Section III (*EVALUATION AND QUALIFICATION CRITERIA*).

35.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.3 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III (*EVALUATION AND QUALIFICATION CRITERIA*).

35.4 The Procuring Agency's evaluation of a Bid will include taxes, customs duties, stamp duties, import taxes, other similar taxes and any allowance for price adjustment during the Contract execution period if the Contract is awarded to a Bidder.

35.5 The Procuring Agency's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 15. These factors may be related to the

characteristics, performance, and terms and conditions for performance of Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III (*EVALUATION AND QUALIFICATION CRITERIA*). The criteria and methodologies to be used shall be as specified in ITB 35.1 (f).

**36. Correction of  
Arithmetical  
Errors**

36.1 In evaluating the Financial Part of each Bid, the Procuring Agency shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1 and ITB 36.2 shall result in the rejection of the Bid.

**37. Conversion to  
Single Currency**

37.1 For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted into a single currency as specified **in the BDS**.

**38. Margin of  
Preference**

38.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.

**39. Comparison of  
Financial Parts**

39.1 The Procuring Agency shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be based on DDP (place of destination or Procuring Agency's site) prices, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall consider taxes, customs duties, stamp duties, import taxes, other similar taxes and any allowance for price adjustment during the Contract execution period if the Contract is awarded to a Bidder.

- 40. Most Advantageous Bid** 40.1 Having compared the evaluated costs of Bids, the Procuring Agency shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the Bidding Document; and
  - (b) the lowest evaluated cost.
- 41. Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 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 Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.
- 42. Standstill Period** 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be three (3) Business Days commencing from the day after the Procuring Agency has published the evaluation results on the designated websites and communicated the same to all the Bidders in accordance with the SPP Rules.

## **J. Award of Contract**

- 43. Award Contract** 43.1 Subject to ITB 41, the Procuring Agency shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
- 44. Notification of Award** 44.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Procuring Agency shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the '**Letter of Acceptance**') shall specify the sum that the Procuring Agency will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called the '**Contract Price**').
- 44.2 Within ten (15) Days of signing of the Contract, the Procuring Agency shall publish on the website of the Authority the results of the bidding process, which shall include the Contract Evaluation Form, Form of Contract and Letter of Award, and Schedule of Requirements, and any other document in requirements of the SPP Rules.
- 44.3 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

- 45. Debriefing by the Procuring Agency**
- 45.1 On receipt of the Procuring Agency's Letter of Acceptance referred to in ITB 44, an unsuccessful Bidder may make ask the Procuring Agency for reasons for non-acceptance of his Bid and may request for a debriefing meeting and Procuring Agency shall give him the reasons for such non-acceptance.
- 45.2 Debriefings of unsuccessful Bidders may be done in writing or verbally. The requested unsuccessful Bidder shall bear all the costs of attending such a debriefing meeting.
- 46. Signing of Contract**
- 46.1 The Procuring Agency shall send to the Successful Bidder the Letter of Acceptance including the Contract Agreement.
- 46.2 The Successful Bidder shall sign, date, and return to the Procuring Agency the Contract Agreement within twenty-eight (28) days of its receipt.
- 47. Performance Security**
- 47.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Procuring Agency, the Successful Bidder shall furnish the Performance Security in accordance with the GCC 18 using for that purpose the Performance Security Form included in Section VIII (*CONTRACT FORMS*), or another Form acceptable to the Procuring Agency.
- 47.2 Failure of the Successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 48. Procurement-Related Complaints**
- 48.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.

## Section II – Bid Data Sheet

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

Reference	A. General
ITB 1.1	<p><b>Request for Bids (RFB) Reference Number:</b> PPPU-FD/PROC-COM/2025-26  <b>Procuring Agency:</b> Public-Private Partnership Unit, Finance Department  <b>RFB Title:</b> Procurement of Communication Services and Publicity Material  <b>Bidding Procedure:</b> National Competitive Bidding (Single Stage Two Envelope)  <b>RFB Lots (Contracts):</b> Two (2) [Lot 2 Reference No: PPPU-FD/PROC-COM/2025-26/2]</p>
ITB 1.3	<p><b>Intended Completion Date:</b> Within twenty-one (21) days from the Contract signing.</p>
ITB 2.1	<p><b>Procuring Agency:</b> Public Private Partnership Unit, Finance Department  <b>Activity/ Lot Name:</b> Publicity Material</p>
ITB 4.1	<p><b>Joint Venture (JV) Participation:</b> Not Allowed</p>
ITB 4.3	<p><b>Bidder's Nationality:</b> Pakistani Firms</p>
ITB 4.5	<p><b>Requirements:</b> Lists of blacklisted firms is available PPRA and SPPRA's websites  <a href="https://www.ppra.org.pk/blacklist.asp">https://www.ppra.org.pk/blacklist.asp</a> <a href="http://pprasindh.gov.pk/blacklistfirms.php">http://pprasindh.gov.pk/blacklistfirms.php</a></p>
<b>B. Contents of Bidding Document</b>	
ITB 8.1	<p><b>For Clarification of Bidding Document, the Procuring Agency's address is:</b></p> <p><b>Attention</b> Director (Admin &amp; Accounts), Public-Private Partnership Unit  <b>Address</b> 7<sup>th</sup> Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi  <b>Telephone</b> +92 21 99222193  <b>Facsimile</b> +92 21 99222011  <b>Email</b> <a href="mailto:Info.p3proc@gmail.com">Info.p3proc@gmail.com</a></p> <p><b>Deadline for Clarification Requests:</b> All requests for clarification of Bidding Document shall be received by the Procuring Agency no later than five (5) calendar days prior to the Bid opening date.</p> <p><b>Web Pages for Bidding Process Information:</b></p> <p><b>PPP Unit</b> <a href="https://www.pppunitsindh.gov.pk/">https://www.pppunitsindh.gov.pk/</a>  <b>SPPRA EPADS</b> <a href="https://portalsindh.eprocure.gov.pk/">https://portalsindh.eprocure.gov.pk/</a></p>
<b>C. Preparation for Bids</b>	
ITB 11.1	<p><b>Language:</b> The Bidding Documents and all correspondence exchanged between the Procuring Agency and the Bidder shall be in the English language.</p>

<p><b>ITB 12.2</b></p>	<p><b>Additional Bid Submission Requirements:</b> The Bidders shall submit the following additional documents (scanned copies of the original) as Technical Part of the Bid:</p> <ul style="list-style-type: none"> <li>(a) <b>Registration Details:</b> Documents establishing the entity's constitution or legal status, place of registration, principal place of business, including the Memorandum and Articles of Incorporation (or equivalent legal entity registration documents).</li> <li>(b) <b>Company Profile:</b> A description of the entity's nature of business and relevant experience.</li> <li>(c) <b>Power of Attorney:</b> A written power of attorney authorizing the signatory of the Bid to commit the Bidder.</li> <li>(d) <b>Integrity Pact:</b> An integrity pact signed by the authorized representative.</li> <li>(e) <b>Qualification Record:</b> Work orders and/or completion certificates demonstrating experience in supply of goods and services within the last five (5) years. Additionally, provide details of ongoing or committed contracts, along with clients names and addresses to contact for further verification.</li> <li>(f) <b>Key Personnels:</b> CVs demonstrating qualifications and experience of key site management and technical personnel proposed for the Contract.</li> <li>(g) <b>Financial Statements:</b> Audited accounts financial reports (balance sheets and profit &amp; loss statements) for the most recent three (3) years, certified by a valid chartered accountant firm.</li> <li>(h) <b>Income Tax Returns:</b> Income tax returns of the most recent year filed.</li> <li>(i) <b>Technical Approach:</b> Description of technical specification, methodology, workplan, and schedule demonstrating Bidder's approach meets requirements for performance of services specified in Section V (<i>ACTIVITY SCHEDULE</i>).</li> <li>(j) <b>Non-Performance History:</b> Details of any historical contract non-performances, with concrete reasons.</li> <li>(k) <b>Litigation History:</b> Details regarding any litigation, current or during the last five (5) years, in which the Bidder is involved, the parties concerned, and disputed amount.</li> <li>(l) <b>Blacklisting Affidavit:</b> An affidavit stating the Bidder is not currently blacklisted by any organization.</li> <li>(m) <b>Other Documents:</b> Any additional documents (including Bid Forms as specified in the ITB) that demonstrate eligibility, qualifications, and compliance with terms and conditions.</li> </ul> <p><b>Note:</b> Bidders shall submit scanned copies of valid documents to demonstrate their eligibility and qualification, as specified in the Bidding Document. A bid containing incomplete documents or lacking concrete evidence to qualify the criteria will be disqualified. The Procuring Agency reserves the right to cross-verify any information or request additional documents, if necessary, during the evaluation stage to ensure the reliability of information and Bidder's capability. Bidder's failure to submit required documents or information on time may result in disqualification/ rejection of a Bid.</p>
<p><b>ITB 14.1</b> <b>ITB 14.2</b></p>	<p><b>Alternative Bids and Completion Time:</b> Alternative Bids (either Technical Part and/ or Financial Part) shall not be considered. Alternative timelines (Technical Part) for activities completion will not be permitted.</p>

ITB 15.7	<b>Bid Price Adjustment:</b> The Bid Price quoted by a Bidder <b>shall not be</b> subject to adjustment during the performance of the Contract.
ITB 16.1	<b>Bid Price Currency:</b> The Bidder is required to quote the portion of quoted Bid Price that corresponds to expenditures incurred or to be incurred outside the Procuring Agency's country in Pak Rupees.
ITB 18.4	<b>Prequalification:</b> Prequalification has not been done for this bidding process.
ITB 19.1	<b>Bid Validity:</b> The Bid shall be valid until August 8, 2026.
ITB 20.1 ITB 20.3	<p><b>Bid Security:</b> A scanned copy of the original Bid Security shall be required as part of the Technical Proposal. The Bid Security shall not be less than PKR 300,000 (Pakistani Rupees Three Hundred Thousand Only) in the form of a pay order/ demand draft/ bank guarantee, valid for twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank in Pakistan in favour of '<b>Director General, Public-Private Partnership Unit, Finance Department</b>'. The Bid Security, in original, shall be submitted in a sealed envelope on or before the Bid Submission Deadline at Procuring Agency's address provided below:</p> <p><b>Attention:</b> Director (Admin &amp; Accounts) Public-Private Partnership Unit, Finance Department</p> <p><b>Address:</b> 7th Floor, A.K. Lodhi Block, Sindh Secretariat Building No. 6, Shahrah-e-Kamal Ataturk, Karachi.</p> <p><b>City:</b> Karachi</p>
ITB 21.1	<b>Bid Copies:</b> Electronic Bid shall be submitted via SPPRA EPADS only, except for the Bid Security, in original, which shall be submitted in a sealed envelope on or before the Bid Submission Deadline at Procuring Agency's address provided above.
ITB 21.3	<b>Authorization:</b> The written confirmation of authorization to sign on behalf of the Bidder shall be a Power of Attorney.
<b>D. Submission of Bids</b>	
ITB 23.1	<p><b>Bid Submission:</b> Electronic Bid shall be submitted via SPPRA EPADS only, except for the Bid Security, in original, which shall be submitted in a sealed envelope on or before the Bid Submission Deadline at Procuring Agency's address provided above.</p> <p><b>The Bid Submission Deadline is:</b></p> <p><b>Date</b>            May 11, 2026 <b>Time</b>            12:30 hours PST</p> <p><b>Electronic Bidding:</b> Bidders shall submit their Bids via SPPRA EPADS.</p>
<b>E. Opening of Technical Parts</b>	
ITB 26.1	<b>For Bid Opening, the Procuring Agency's address is:</b>

	<p><b>Address</b> Committee Room of 7<sup>th</sup> Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi</p> <p><b>Date</b> May 11, 2026</p> <p><b>Time</b> 13:00 hours PST</p>
<b>ITB 26.6</b>	<p><b>Public Opening of Technical Parts:</b> Representatives of the Procuring Agency will initiate the Bids opening procedure by opening the PDF files entitled '<b>TECHNICAL PART</b>'. The second file entitled '<b>FINANCIAL PART</b>' will remain un-accessed until date and time for the public opening of Financial Parts, which will be announced upon completion of the Technical Part evaluation.</p>
<b>F. Evaluation of Bids – General Provisions</b>	
<b>ITB 30.3</b>	<p><b>Non-Conformities, Errors, and Omissions:</b> The adjustments for non-conformities, errors, or omissions shall be based on the average price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from other substantially responsive Bids, the Procuring Agency shall use its best estimate.</p>
<b>G. Opening of Financial Parts</b>	
<b>ITB 34.5</b>	<p><b>Public Opening of Financial Parts:</b> Following the completion of the evaluation of the Technical Parts of the Bids, the Procuring Agency will notify the eligible and technically qualified Bidders of the location, date and time of the public opening of the Financial Parts.</p>
<b>H. Evaluation of Bids – Financial Parts</b>	
<b>ITB 35.1</b>	<p><b>Evaluation of Financial Parts:</b> Bids will be evaluated on a lot-by-lot basis. If a Price Schedule lists items without prices, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and equivalent total cost of Bid so adjustment will be used for price comparison.</p>
<b>ITB 35.5</b>	<p><b>Other Considerable Factors:</b> The adjustments shall be determined using the following criteria, from amongst those set out in Section III (<i>EVALUATION AND QUALIFICATION CRITERIA</i>):</p> <ul style="list-style-type: none"> <li>(a) <b>Deviation in Delivery Schedule:</b> Not applicable</li> <li>(b) <b>Deviation in Payment Schedule:</b> Not applicable</li> <li>(c) <b>Cost of Replacement Component, Spare Parts, service:</b> Not applicable</li> <li>(d) <b>Availability of Spare Parts and After-Sales Services:</b> No</li> <li>(e) <b>Life Cycle Costs:</b> No</li> <li>(f) <b>Performance and Productivity of the Equipment Offered:</b> No</li> </ul>
<b>ITB 37.1</b>	<p><b>Currency for Comparison of Financial Parts of the Bids:</b> The currency used for Bid evaluation and comparison shall be Pakistani Rupees (PKR).</p>
<b>ITB 38.1</b>	<p><b>Margin of Preference:</b> A margin of domestic preference shall not apply.</p>

## Section III - Evaluation and Qualification Criteria

### Contents

<b>TECHNICAL PART .....</b>	<b>33</b>
1. Qualification (ITB 33).....	33
<b>FINANCIAL PART .....</b>	<b>34</b>
2. Margin of Preference (ITB 38) .....	34
3. Evaluation (ITB 31, 32, and 35) .....	35

The Procuring Agency shall employ the criteria and methodologies set out in this Section to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding Document, and
- (b) the lowest evaluated cost.

## TECHNICAL PART

### 1. Qualification (ITB 33)

**1.1 Qualification Criteria (ITB 33.1):** The Procuring Agency shall assess each Technical Proposal against the following Qualification Criteria to determine Bid responsiveness:

- (a) **Nationality:** Bidder must be incorporated or setup in Pakistan, as evidenced by its registration documents (memorandum & articles of association or equivalent).
- (b) **Registration:** Bidder must have valid registration with the Federal Board of Revenue and Sindh Revenue Board for Income Tax and Sales Tax, as applicable.
- (c) **Power of Attorney:** Bidder must submit a power of attorney, as required by the Bidding Document, authorizing the designated person to sign the Bid and related documents.
- (d) **Technical Approach:** Bidder must provide a detailed description of technical specification, methodology, workplan, schedule, demonstrating its proposed approach meets Services performance requirements. Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the Contract consistent with its proposal regarding work methods, scheduling, and sourcing in sufficient detail and fully in accordance with requirements stipulated in Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*) of the Bidding Document.
- (e) **Experience:** Bidder must have experience of not less than five (5) years in supply of goods and services and/or printing of publicity material. Additionally, Bidder must have successfully completed at least three (3) assignments for supply of goods and services or involve designing and printing publicity material, including a minimum of one (1) with a public sector organization, with each assignment must have a minimum contract value of not less than PKR 5 million, each completed within the last five (5) years.
- (f) **Financial Capability:** Bidder must have an average annual financial turnover of at not less than PKR 5 million over the last three years, as verifiable by audited financial statements issued by a Chartered Accountant in Pakistan.
- (g) **Key Personnel:** Bidder must have the key professional staff, with a minimum qualification and relevant experience given below, dedicated to performing the Services specified in Section V (*ACTIVITY SCHEDULE*):

Sr.	Personnel	Qualification (Equivalent)	Experience (Relevant)
I.	Project Manager	BS in Public or Business Administration/ Project Management/ IT/ Computer Sciences/ Communication	5 years relevant experience

<b>II.</b>	Marketing Specialist	BS in Business Administration/ Marketing/ Communication	5 years relevant experience
<b>III.</b>	Graphic Designer	BS in Business Administration/ IT/ Computer Sciences/ Communication	5 years relevant experience

- (h) **Government Owned Organization:** Bidder, in case of a government-owned organization, must be: (I) legally and financially autonomous; (II) operating under commercial law; and (III) not under the supervision of the Procuring Agency.
- (i) **Conflict of Interest:** Bidder must not have any conflicts of interest arising from the prior or existing contracts or relationships which could materially affect its potential involvement in the project or this procurement activity.
- (j) **Non-performing Contracts and Litigation History:** Bidder must provide details of any non-performing contracts, with cogent reasons, as well as any ongoing or pending disputes, litigation, or arbitration cases.
- (k) **Non-blacklisting/ Non-debarment:** Bidder must not be: (I) blacklisted by any public sector organization; (II) debarred by the Procuring Agency; (III) in bankruptcy or liquidation proceedings; and (IV) convicted of fraud, corruption, collusion, or money laundering during the last three (3) years.

The Bidder shall furnish documentary evidence to demonstrate that the Services it offers meet the usage requirements specified in Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*) of the Bidding Document. For document submission requirements as part of the Technical Proposal of the Bid, refer to ITB 12.2 of Section II (*BID DATA SHEET*).

In addition to the Qualification Criteria listed above, the following criteria shall apply:

**1.2 Adequacy of Technical Proposal:** Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (*ACTIVITY SCHEDULE*) of Part 2 (*PROCURING AGENCY'S REQUIREMENTS*) of the Bidding Document.

**1.3 Alternative Times for Completion:** Not applicable.

**1.4 Alternative Technical Solutions for Specified Parts of the Services:** Not applicable

## FINANCIAL PART

### 2. Margin of Preference (ITB 38)

If the Bid Data Sheet so specifies, the Procuring Agency will grant a margin of preference to goods manufactured in the Procuring Agency's country for the purpose of Bid comparison, in accordance with procedures outlined in subsequent paragraphs. Substantially responsive Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Procuring Agency's Country, for which
- (i) labor, raw materials, and components from within the Procuring Agency's Country

account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid Submission Deadline.

- (b) **Group B:** All other Bids offering Goods manufactured in the Procuring Agency's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Procuring Agency's Country that have been already imported or that will be imported.

To facilitate this classification by the Procuring Agency, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Procuring Agency's reclassification of the Bid into its appropriate Bid group.

The Procuring Agency will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules. The Bids in each group will then be compared to determine the Bid with the lowest evaluated cost in that group. The lowest evaluated cost Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, a Bid from Group C is the lowest evaluated cost, all Bids from Group C shall be further compared with the Bid with the lowest evaluated cost from Group A after adding to the evaluated price of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

### 3. Evaluation (ITB 31, 32, and 35)

#### 3.1 Evaluation Criteria (ITB 35.5)

The Procuring Agency shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Procuring Agency shall determine the Most Advantageous Bid. This is the Bid that meets Qualification Criteria and has been determined to be:

- (a) substantially responsive to the Bidding Document, and
- (b) the lowest evaluated cost.

The Procuring Agency's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 15.8, one or more of the following factors as specified in ITB 35.1(f) and in BDS referring to ITB 35.5, using the following criteria and methodologies.

- (a) **Delivery and Performance Schedule. (As per Incoterms specified in the BDS):** Goods/ Services are required to be delivered/ performed within the acceptable time range specified in Section V (*ACTIVITY SCHEDULE*). No credit will be given to deliveries before the earliest date, and Bids offering delivery after final date shall be treated nonresponsive.

- (b) **Deviation in Payment Schedule:** The SCC and Activity Schedule stipulate the payment schedule specified by the Procuring Agency. If a Bid deviates from the schedule, it shall be treated as nonresponsive.
- (c) **Cost of Major Replacement Components, Spare Parts, and Service:** Not applicable.
- (d) **Availability in the Procuring Agency's Country of Spare Parts and after Sales Services:** Not applicable.
- (e) **Life Cycle Cost:** Not applicable.
- (f) **Performance and Productivity:** Not applicable.
- (g) **Specific Additional Criteria:** Not applicable

### 3.2. Multiple Contracts (ITB 35.3)

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the Contract will be awarded to the bidder or bidders offering a substantially responsive bid(s) and the lowest evaluated cost to the Procuring Agency for each lot, subject to the selected Bidder(s) meeting the required Qualification Criteria (this Section III, Qualification Requirements and ITB 33) for a single lot or multiple lots, as the case may be. In determining Bidder or Bidders that offer the total lowest evaluated cost to the Procuring Agency, the Procuring Agency shall apply the following steps:

- (a) evaluate individual lot to determine the substantially responsive Bids and corresponding evaluated costs.
- (b) for each lot, rank the substantially responsive bids starting from the lowest evaluated cost for the lot.
- (c) determine contract award lot-wise that offer the total lowest evaluated cost to the Procuring Agency.

### 3.3. Alternative Bids (ITB 14.1): Not applicable.

## Section IV – Bidding Forms

### Table of Forms

<b>TECHNICAL PART .....</b>	<b>38</b>
1. Letter of Bid – Technical Part .....	38
2. Bidder Information Form .....	40
3. Bidder's JV Members Information Form .....	42
4. Bidder's Qualification Form .....	42
5. Power of Attorney .....	45
6. Method Statement.....	46
7. Work Plan .....	47
8. Others - Time Schedule .....	48
9. Curriculum Vitae .....	49
10. Affidavit for Non-Blacklisting.....	50
11. Integrity Pact .....	56
<b>FINANCIAL PART .....</b>	<b>54</b>
1. Letter of Bid - Financial Part .....	54
2. Schedule Forms .....	56
3. Activity Schedule .....	57
4. Form of Bid Security .....	56

## Letter of Bid – Technical Part

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*Place this Letter of Bid – Technical Part in the first envelope marked 'TECHNICAL PART'.*

*The Bidder must prepare the Letter of Bid – Technical Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

**Note:** *All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Request for Bid No.:** *[insert identification]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative if permitted under BDS]*

To: ***[insert complete name of Procuring Agency]***

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid, we make the following declarations to the Procuring Agency:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB 9).
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4.
- (c) **Conformity:** We offer to provide the Services in conformity with the Bidding Document of the following: ***[insert a brief description of the Services]***.
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended, if applicable) from the date fixed for the Bid Submission Deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period.
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain performance security in accordance with the Bidding Document.
- (f) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 14.

- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the Contract, are not subject to, and not controlled by, any entity or individual that is subject to, a temporary suspension or a debarment imposed by any organization at Provincial or Federal Government level. Further, we are not ineligible under the Procuring Agency's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.
- (h) **State-owned enterprise or institution:** **[select the appropriate option and delete the other]**  
*[We are not a state-owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6].*
- (i) **Binding Contract:** We understand that this Bid, together with Procuring Agency's written acceptance thereof included in Procuring Agency's Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) **Not Bound to Accept:** We understand that the Procuring Agency is not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid, or any other Bid that the Procuring Agency may receive, and
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Bidder:** *[insert complete name of Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Date:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of Bidding process]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative if permitted under BDS]*

**Page** \_\_\_\_\_ **of** \_\_\_\_\_ **pages**

### Bidder Information Form

1. **Bidder's Name:** *[insert Bidder's legal name]*

---

2. **In case of JV permitted under BDS, Legal Name of Each Member:** *[insert legal name of each member in JV]*

---

3. **Bidder's Actual or Intended Country of Registration:** *[insert actual or intended country of registration]*

---

4. **Bidder's Year of Registration:** *[insert Bidder's year of registration]*

---

5. **Bidder's Address in Country of Registration:** *[insert Bidder's legal address in country of registration]*

---

6. **Bidder's Authorized Representative Information**

**Name:** *[insert authorized representative's name]*  
**Address:** *[insert authorized representative's Address]*  
**Telephone/Fax numbers:** *[insert authorized representative's telephone/fax numbers]*  
**Email Address:** *[insert authorized representative's email address]*

---

7. **Attached are Copies of Documents of [check box(es) of the attached original documents]**
  - Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.
  - In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
  - In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:
    - Legal and financial autonomy
    - Operation under commercial law
    - Establishing that the Bidder is not under the supervision of the Procuring Agency

---

8. **Included are the Organizational Chart, and a List of Board of Directors:** *[If required under BDS, the Successful Bidder shall provide additional information on entity ownership]*

---

## Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

**Date:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of Bidding process]*

**Page** \_\_\_\_\_ **of** \_\_\_\_\_ **pages**

### Bidder's JV Member Information Form

1. **Bidder's Name:** *[insert Bidder's legal name]*

2. **Bidder's JV Member's Name:** *[insert JV's member legal name]*

3. **Bidder's JV Member's Country of Registration:** *[insert JV's member country of registration]*

4. **Bidder's JV Member's Year of Registration:** *[insert JV member's year of registration]*

5. **Bidder's JV Member's Legal Address in Country of Registration:** *[insert JV's member legal address in country of registration]*

6. **Bidder's JV Member's Authorized Representative Information**

**Name:** *[insert name of JV's member authorized representative]*

**Address:** *[insert address of JV's member authorized representative]*

**Telephone/Fax numbers:** *[insert telephone/ fax numbers of JV's member authorized representative]*

**Email Address:** *[insert email address of JV's member authorized representative]*

7. **Attached are Copies of Documents of [check box(es) of the attached original documents]**

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.

In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.

In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:

- Legal and financial autonomy

- Operation under commercial law

- Establishing that the Bidder is not under the supervision of the Procuring Agency

8. **Included are the Organizational Chart, and a List of Board of Directors:** *[If required under BDS, the Successful Bidder shall provide additional information on entity ownership]*

## Bidder's Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
 Place of registration: *[insert]*  
 Principal place of business: *[insert]*
- 1.2 Total annual volume of Services performed in the last five (5) years, in the Procuring Agency's Country nationally traded currency specified **in the BDS**: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five (5) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project Name and Country	Name of Client and Contact Person	Type of Services provided and Year of Completion	Value of Contract
(a)			
(b)			
(c)			
(d)			
(e)			
(f)			
(g)			

- 1.4 If applicable, major items of Bidder's equipment or software applications or licenses can be proposed for carrying out the Services. List all information requested below.

Item of equipment or Software or Licenses	Description, make, and age (years/ version)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			
(c)			
(d)			
(e)			
(f)			
(g)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

<b>Position</b>	<b>Name</b>	<b>Qualification and Years of experience (general)</b>	<b>Years of experience in proposed position</b>
(a)			
(b)			
(c)			
(d)			
(e)			
(f)			
(g)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

<b>Sections of the Services</b>	<b>Value of subcontract</b>	<b>Subcontractor (name and address)</b>	<b>Experience in providing similar Services</b>
(a)			
(b)			
(c)			
(d)			
(e)			

1.7 Financial reports for the last three (3) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

1.10 Information regarding any litigation, current or within the last five (5) years, in which the Bidder is or has been involved.

<b>Other party(ies)</b>	<b>Cause of dispute</b>	<b>Details of litigation award</b>	<b>Amount involved</b>
(a)			
(b)			
(c)			
(d)			
(e)			

- 1.11 Statement of compliance with the requirements of ITB 4.2.
  - 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Document.
- 2. Joint Ventures**
- 1.13 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture (and each subcontractor), if applicable.
  - 1.14 The information in 1.12 above shall be provided for the joint venture, if applicable.
  - 1.15 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture, if applicable.
  - 1.16 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), if applicable, which shows that:
    - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
    - (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture, an
    - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.
- 3. Additional Requirements**
- 1.17 Bidders should provide any additional information required **in the BDS.**

## Power of Attorney

*[The Bidder shall prepare and submit this form on a stamp paper of Pak Rupees 100].*

**Date:** *[insert date (as day, month and year)]*

**Request for Bid No.:** *[insert identification]*

**Location:** *[insert location]*

**To:** *[insert complete name of Procuring Agency]*

Dear Sir:

Know all men by these presents, we, *[insert Bidder's legal name and address in country of registration]*, do hereby constitute, appoint and authorize *[insert Bidder's authorized representative name]* son/ daughter of *[insert Bidder's authorized representative's father name]* holding CNIC Number *[insert Bidder's authorized representative' CNIC number]* who is presently employed with us and holding the position of *[insert Bidder's authorized representative's designation title]* as our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for the procurement *[insert RFB title specified in BDS]*, including signing, authenticating and submission of application/ Bid and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Public Private Partnership Unit, Finance Department, any other Government entity or any person, in connection with the procurement until the culmination of the process of bidding and after that till the execution of relevant procurement documents, including signing the Contract.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds, and things done by our attorney mentioned above shall and shall always be deemed to have been done by us.

**For and on behalf of:** *[insert Bidder's legal name]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

**Witnesses:**

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

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

CNIC No.:: \_\_\_\_\_

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

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

CNIC No.: \_\_\_\_\_

## Method Statement

*[The Bidder shall submit a preliminary description of the proposed methodology, workplan, and schedule as required by ITB 12.2 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes, resources deployment, etc., that will be implemented to perform the Services by the Service Provider, and its Subcontractors, if applicable. In developing these strategies and plans, the Bidder shall have regard to the Procuring Agency's Requirements in Section V (ACTIVITY SCHEDULE)].*

---

# Work Plan

## **Others - Time Schedule**

*[to be used by Bidder when alternative Time for Completion is invited in ITB 14.2]*

**NOT APPLICABLE**

## Curriculum Vitae

*[The Bidder shall use this form for each key personnel proposed for the Contract].*

1. **Proposed Position:** *[insert proposed staff position]*
2. **Name of Entity:** *[insert Bidder's legal name]*
3. **Name of Staff:** *[Insert proposed staff full name]*
4. **Date of Birth:** *[insert proposed staff date of birth]*
5. **Nationality:** *[insert proposed staff citizenships]*
6. **Education:** *[Indicate proposed staff college/university and specialized education, giving names of institutions, degrees obtained, and dates of obtainment]*
7. **Membership of Professional Associations with Registration Number:** *[indicate proposed staff membership with professional organization and registration number]*
8. **Other Training:** *[Indicate proposed staff significant trainings obtained]*
9. **Countries of Work Experience:** *[list countries where proposed staff worked in last ten years]*
10. **Languages:** *[for each language indicate proficiency: good, fair, poor in speaking, reading, writing]*
11. **Employment Record:** *[starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below) dates of employment, name of employing organization, positions held]*

**From:** *[insert date (as day, month and year)]*      **To:** *[insert date (as day, month and year)]*  
**Employer:** *[insert name of employer]*      **Position Held:** *[insert position held]*

12. **Detailed Tasks Assigned:** *[list proposed staff all tasks to be performed for this Contract]*
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** *[among the projects in which the staff has been involved, indicate following information for those projects that illustrate staff capability to handle tasks listed under point 12]*

**Project Name:** *[insert project title]*      **From:** *[insert date (as day, month and year)]*  
**Employer:** *[insert client name]*      **Project Features:** *[indicate main features]*      **Position Held:** *[insert position held]*  
**Activities:** *[list key activities performed]*

**Certificate:** I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

**Signature of the key staff named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *[insert complete name of person duly authorized to sign the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

## Affidavit for Non-Blacklisting

[The Bidder shall prepare and submit this form on a stamp paper of Pak Rupees 100].

**Date:** [insert date (as day, month and year)]

**Request for Bid No.:** [insert identification]

**Location:** [insert location]

**To:** [insert complete name of Procuring Agency]

Dear Sir:

Pursuant to the Notice Inviting Tender dated [insert the date] in respect of the procurement [insert RFB title specified in BDS], [Insert Name of the Attorney] hereby represents and warrants that, as of the date of this letter, [insert Bidder's legal name]:

- (a) is not in bankruptcy or liquidation proceedings,
- (b) has not been convicted of fraud, corruption, collusion or money laundering,
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Contract.
- (d) is not blacklisted by any federal or provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and/ or International Organizations, as at the Bid Submission Deadline, and
- (e) does not fall within any of the circumstances for ineligibility listed under Section III (*EVALUATION AND QUALIFICATION CRITERIA*) of the Bidding Document.

**For and on behalf of:** [insert Bidder's legal name]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** [insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

## Integrity Pact

### Declaration of Fees, Commission and Brokerage, etc., Payable by the Service Provider

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Contract Value: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_

*[insert name of Service Provider]* 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 Sindh ('**Government**') or any administrative subdivision or agency thereof or any other entity owned or controlled by the Government through any corrupt business practice.

Without limiting the generality of the foregoing, *[insert name of Service Provider]* 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 procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Government, except that which has been expressly declared pursuant hereto.

*[Insert name of Service Provider]* 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 the Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

*[Insert name of Service Provider]* 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 as aforesaid shall, without prejudice to any other rights and remedies available to the Government under any law, contract or other instruments, be voidable at the option of the Government.

Notwithstanding any rights and remedies exercised by the Government in this regard, *[insert name of Service Provider]* agrees to indemnify the Government for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Government in an amount equivalent to a ten (10) time sum of any commission, gratification, bribe, finder's fee or kickback given by *[insert name of Service Provider]* 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 the Government.

**Name of the Procuring Agency:** \_\_\_\_\_

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

[Seal]

**Name of the Service Provider:** \_\_\_\_\_

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

[Seal]

## Letter of Bid – Financial Part

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*Place this Letter of Bid – Financial Part in the second envelope 'FINANCIAL PART'.*

*The Bidder must prepare the Letter of Bid – Financial Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

**Note:** *All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of Bidding process]*

**Request for Bid No.:** *[insert identification]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative if permitted under BDS]*

To: ***[insert complete name of Procuring Agency]***

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part, we make the following additional declarations to the Procuring Agency:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended, if applicable) from the date fixed for the Bid Submission Deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (b) **Total Price:** The total price of our Bid, including any discounts offered, is: In case of only one lot, the total price of the Bid is ***[insert the total price of each lot in words and figures in currency of the Procuring Agency's Country]***; in case of multiple lots, the total price of each lot is ***[insert the total price of each lot in words and figures in currency of the Procuring Agency's Country]***; in case of multiple lots, total price of all lots (sum of all lots) ***[insert the total price of all lots in words and figures in currency of the Procuring Agency's Country]***.
- (c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none")

- (d) **Binding Contract:** We understand that this Bid, together with Procuring Agency's written acceptance thereof included in the Procuring Agency's Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed.

**Name of the Bidder:** *[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

## Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Services specified in the Procuring Agency's Requirements.]*

## Activity Schedule

[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Services specified in the Procuring Agency's Requirements.]

Currencies in accordance with ITB 16					Date: _____	
					RFB No: _____	
					Alternative No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	7
Service No	Description of Services	Unit	Delivery/ Performance Date	Quantity and Physical Unit (Taxes Included)	Unit Price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
<b>Total Bid Price</b>						

**Name of Bidder** *[insert complete name of Bidder]*

**Signature of Bidder** *[signature of person signing the Bid]* Date *[insert date]*

## Form of Bid Security (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert Procuring Agency name and address]*

**RFB No.:** *[Insert Procuring Agency reference number for the Request for Bids]*

**Date:** *[Insert date of issue]*

**Bid Guarantee No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture or the names of all members thereof]* ('**Applicant**') intends to submit to the Beneficiary its Bid ('**Bid**') for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ('**RFB**').

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of PKR \_\_\_\_\_ *[insert amount in Pak Rupees]* upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Bidder's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to sign the Contract, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ('**ITB**') of the Beneficiary's Bidding Document.

This guarantee will expire: (a) if the Applicant is the Successful Bidder, upon our receipt of copies of the Contract signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract; or (b) if the Applicant is not the Successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

\_\_\_\_\_  
*[Signature(s)]*

**Note:** *All italicized text is for use in preparing this form and shall be deleted from the final product.*

## **Part 2 – Procuring Agency's Requirement**

## Section V - Activity Schedule

### 1. Background of the Procuring Agency

The Government of Sindh established the Public-Private Partnership (PPP) Unit within the Finance Department to serve a multifaceted role, including promote and facilitate the development of PPP projects throughout the province, assist administrative departments and their dedicated PPP Nodes in preparing and executing these projects, act as a catalyst for PPPs to foster collaboration between the public and private sectors, and perform other functions enumerated under Section 6(2) of the Sindh Public-Private Partnership Act, 2010<sup>1</sup>.

Since its inception, the PPP Unit has been instrumental in fostering a robust PPP framework by actively supporting the PPP Policy Board in formulating and implementing comprehensive policies, guidelines, and regulations, and by engaging with various stakeholders to enhance engagement, facilitate knowledge sharing, and promote effective collaboration. This robust framework has created a conducive environment for private sector investment in infrastructure and service delivery projects, ultimately contributing to the national economic growth and infrastructure development of Sindh.

Moreover, the Unit provides invaluable technical assistance to provincial administrative departments and other projects execution agencies through the entire PPP transaction lifecycle, encompassing project structuring, negotiation, and contract management. This support ensures the adoption of viable and sustainable PPP models to promote efficient and transparent project execution. Recognizing the importance of skilled resources, the PPP Unit has also been instrumental in enhancing government officials' capacity of on various aspects of PPPs that has empowered the departments/agencies to develop and execute a wide range of critical infrastructure and social projects. **For further details on specific projects, please visit the Unit's website <https://www.pppunitsindh.gov.pk/>**<sup>2</sup>.

In conclusion, the Unit plays a vital role in promoting and facilitating PPPs in Sindh. Its efforts significantly contribute to infrastructure development, improved service delivery, economic growth.

### 2. Background and Context of the Activity

Effective branding is a strategic asset that visually represents an organization's identity and professionalism. By establishing a consistent and recognizable brand image, it positively influences stakeholders, including government officials, potential investors, the public. Furthermore, branding reinforces an organization's values and mission, fostering a strong connection with targeted audience.

The PPP Unit, in alignment with its branding strategy, plans to outsource the design and printing of publicity materials, including promotional items, giveaways, and stationery, to reflect the PPP Unit's identity, values, and objectives. These procured materials will be used at various PPP-related events to showcase the Unit's distinctive brand identity through a unique colour-themed approach.

In this regard, the PPP Unit intends to engage a reputable firm to provide comprehensive design and printing services within a period not exceeding twenty-one (21) days, effective from the Contract

---

<sup>1</sup> [https://www.pppunitsindh.gov.pk/downloads\\_others.php](https://www.pppunitsindh.gov.pk/downloads_others.php)

<sup>2</sup> <https://www.pppunitsindh.gov.pk/>

signing. These services include develop creative concepts for all publicity materials in alignment with the branding, producing high-quality colour-printed materials meeting the specification, and timely delivery of all materials to the designated location. The selected firm will be responsible for overseeing the entire design and printing process, ensuring the final products meet the PPP Unit's expectations in terms of specification, quality, aesthetics, and adherence to branding guidelines.

### 3. Purpose and Objectives of the Activity

The primary objective of this Activity is to create brand identity, enhance projects visibility, fuel interest, foster engagement, and disseminate information to build a positive and informed public perception of the PPP Unit and its contributions to associated projects. By leveraging this channel, the Unit aims to acknowledge and reward the significant contributions of stakeholders, strengthening relationships, and promote benefits of collaborative PPP projects in the province.

To achieve the objectives, the Unit intends to engage a firm with demonstrated expertise in relevant field. The Activity will be treated as an internal assignment conducted by the PPP Unit through independent facilitators. Ownership rights for all deliverables and associated information will remain with the Unit, and unauthorized disclosure of information by the Service Provider or its sub-contractors is prohibited.

### 4. Scope of the Activity

In achieving the Activity objectives, the successful Bidder will design, print, and deliver customized publicity material with required quantity that adhere to the technical specifications and drawings outlined in the Performance Specifications and Drawings section of this Section (the final delivery shall be made within a period not exceeding twenty-one (21) days, effective from the Contract signing):

Sr.	Material Description	Quantity
I.	Giveaways (bottle, mug, keychain, pen, leather notebook, table clock, USB card)	300 Units
II.	Smart diary with wireless power bank	150 Units
III.	Shield	150 Units
IV.	Metal USB with Box	300 Units
V.	File covers	3,000 Units
VI.	Letterheads (20 sheet per bundle)	300 Bundles
VII.	Meeting notepads	500 Units
VIII.	Envelopes A4	1,200 Units
IX.	Envelopes A5	1,200 Units
X.	Envelopes 9x4	1,200 Units
XI.	Ball pen	400 Units
XII.	Pointer pen	400 Units
XIII.	Pencils	300 Units

### 5. Milestones and Deliverables with Duration of the Activity and Payment Schedule

The successful Bidder shall ensure deliverables to the Procuring Agency within twenty-one (21) days of the Contract signing date, anticipated in May 2026. The initial design process, including content with graphical representation development following the branding strategy, for the Procuring Agency's approval will begin promptly upon Contract effectiveness. Once the content designs are approved, the successful Bidder will commence production process as outlined in this Section.

The Procuring Agency will regularly review and monitor the Contract, providing feedback on relevant deliverable. The successful Bidder shall incorporate the comments into the final versions of deliverable. Please note the listed deliverable is indicative and shall be read in conjunction with the detailed requirements outlined in this Section and standard form of the Contract. The Procuring Agency reserves the right to request additional information and documents throughout the Contract.

The successful Bidder shall deliver the required services within the specified timeline, unless a time extension is deemed necessary due to circumstances beyond the reasonable control. In such cases, the Procuring Agency's decision will be final and binding. The successful Bidder will be eligible for releases of 100% Contract payment upon the satisfactory delivery/completion and approval of relevant deliverable. Please note that the Procuring Agency will not provide any mobilization advance to the successful Bidder. Payments will be released within fifteen (15) business days following the successful delivery of services and submission of supporting documents duly endorsed by the PPP Unit's authorized representative/ end user(s).

## 6. Implementation Arrangements

The Procuring Agency will actively support the Bidder throughout the Activity's execution. An oversight committee will be established to monitor operational progress. This committee will serve as a quality assurance body, reviewing and approving deliveries submitted by the successful Bidder. The Bidder is expected to provide regular updates on Activity advancement and ensure strict adherence to timelines.

## 7. Activity IFB Inquiries/ Clarification

Requests for clarification shall be made in writing at least five (5) calendar days prior to the date of opening of Bids and shall be addressed or sent via mail or facsimile and e-mail (both) mentioned below:

**Attention:** Director (Admin & Finance), Public-Private Partnership Unit, Finance Department  
**Address:** 7<sup>th</sup> Floor, A.K. Lodhi Block – Finance Complex,  
New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.  
**Phone:** +92 21 99222193      **Fax:** +92 21 99222011  
**E-mail:** [info.p3proc@gmail.com](mailto:info.p3proc@gmail.com)

## 8. Relevant Information

For more information, please keep visiting the PPP Unit's website <https://www.pppunitsindh.gov.pk/>.

## Performance Specifications and Drawings

Sr.	Material Description	Technical Specification
I.	Giveaways (bottle, mug, keychain, pen, leather notebook, table clock, USB card)	<ul style="list-style-type: none"> <li>• Bottle: Stainless steel, 100% leak proof, insulated bottle outperforms 18/8 food grade anti-oxidation corrosion resistance, anti-scald design, touching lid lightly display temperature, dual walls, premium coated copper on exterior of inner wall, capacity 17 fluid ounces, high performance temperature retention, keep liquid hot/ cold up to 24 hrs, with design and content printed.</li> <li>• Diary: Premium hard cover with foil, 6"x8.6", 176 high quality pages, 125 gsm premium thick off-white paper, ribbon bookmark</li> <li>• Mug: Material ceramic, wraparound mug printable area 8"X3.4", size 11 oz., dishwasher and microwave safe ceramic, and print to bear after wash.</li> <li>• USB: Standard credit card size, memory 64 GB, thickness, 3 mm, USB 2.0 interface, read speed 20 MB/s, write speed 12 MB/s, plastic shell, portable easy to fit.</li> <li>• Pen: Standard size, nib 0.7 mm, frixion nib, built-in pocket clip easily attachable to a lanyard, black ink.</li> <li>• Keychain: Material stainless steel, corrosion resistance, standard size covering printable area PPP Unit logo and title in a visible manner, colour printed on both sizes.</li> <li>• Table Clock: Desktop small clock Nordic marble art with standard and visible size for table placement, portable</li> <li>• Packaging: 400 GSM box packed in a plastic cover, standard dimension covering all items with a minimum one quantity of each product, proper spacing within the products, wrapped with a paper on top of the products inside each package, UV colour print PPP Unit logo, title and slogan on the top of the box (including each item as part of bundle) and a message inside the box. Separate composite non-woven material handy colour printed PPP Unit logo and title bag each box easy placement and carry.</li> </ul>
II.	Smart diary with wireless power bank	<ul style="list-style-type: none"> <li>• Smart diary with wireless power bank, 128 GB USB Drive, reading lamp, passport/documents pocket &amp; debit/credit card pockets</li> <li>• Built-in power bank for wireless and wired charging, minimum 2 slots for cards, one 1 slot for passport, and 1 additional slot to hold some other papers, power bank capacity 8000 mAh with charging through micro-USB cable included in it output interface Android, apple, type-c (adapter)</li> <li>• A5 size diary with premium quality pages (pages can be add or removed), 128 GB Flash Drive, smart lamp with adjustable brightness levels, works with built in rechargeable power bank</li> <li>• Packaging: 400 GSM box packed in a plastic cover, standard dimension covering the item, UV colour print PPP Unit logo.</li> </ul>

		Separate composite non-woven material handy colour printed PPP Unit logo and title bag each box easy placement and carry.
III.	Shield	<ul style="list-style-type: none"> <li>• Medium size round plaque with light brown colour wooden MDF box, brass deco painted wooden MDF plaque, metal printed PPP Unit logo and title (centralized), diameter of plaque 9.5 inch with dimension of box 11 x 2.2 x 11 inch approximately, deluxe presentation case with a hinged lid with interior form-fitted satin or velvet cushioning in a contrasting colour</li> </ul>
IV.	Metal USB with Box	<ul style="list-style-type: none"> <li>• USB 512 GB with silver finish to resist fingerprints and smudges, integrated metal hinges, rolled edges for safety (no sharp burrs) and a reinforced base for structural integrity</li> <li>• External dimension standard size 90 mm x 60 mm, designed to house a standard rectangular USB drive with additional room</li> <li>• HD UV colour printing of PPP Unit logo, high-density EVA foam or charcoal-coloured sponge with velvet/flocked top layer</li> </ul>
V.	File covers	<ul style="list-style-type: none"> <li>• Cover: Capacity to place a minimum of 50 legal size papers in each box, material cardboard with 300 GSM or PVC or heavy-duty paper (kraft or cardstock), full colours synching with the PPP Unit identity, internal pockets for storing documents as illustrated in the picture, reinforced corners or edges for added durability</li> <li>• PPP Unit logo, title, contact details, QR code, projects pictures printed with a reference number and subject lines.</li> </ul>
VI.	Letterheads (20 sheet per bundle)	<ul style="list-style-type: none"> <li>• Clean style, Letterhead A4 size, premium matte paper, each bundle with 20 sheets, each 100 gm or above with PPP Unit logo, title, and contact details printed in visible manner on each paper.</li> </ul>
VII.	Meeting notepads	<ul style="list-style-type: none"> <li>• Textured book with transparent and elegant hard cover, 75 ruled white micro-perforated or premium quality pages, heavy-duty top painted spiral, dimension 5.8"x8.25", each page smartly organized, transparent cover to contain PPP Unit logo, design, and contact details with QR (each notepad be packed in a transparent paper cover of 300 GM)</li> </ul>
VIII.	Envelopes A4	<ul style="list-style-type: none"> <li>• Size A4, eco-friendly made from natural paper, recyclable and biodegradable, 150 gsm thickness ensures, gummed flap, colour branding and designing with PPP Unit logo, title, and contact details with QR, aesthetic, attractive, durable and long-lasting, protect inside paper content while mailing, matte finishing, address window, full colour inside and exterior side.</li> </ul>
IX.	Envelopes A5	<ul style="list-style-type: none"> <li>• Size A5, eco-friendly made from natural paper, recyclable and biodegradable, 150 gsm thickness ensures, gummed flap, colour branding and designing with PPP Unit logo, title, and contact</li> </ul>

		details with QR, aesthetic, attractive, durable and long-lasting, protect inside paper content while mailing, matte finishing, address window.
<b>X.</b>	Envelopes 9x4	<ul style="list-style-type: none"> <li>• Size 9x4, eco-friendly made from natural paper, recyclable and biodegradable, 150 gsm thickness ensures, gummed flap, colour branding and designing with PPP Unit logo, title, and contact details with QR, aesthetic, attractive, durable and long-lasting, protect inside paper content while mailing, matte finishing, address window.</li> </ul>
<b>XI.</b>	Ball pen	<ul style="list-style-type: none"> <li>• Precise grip roller ball pen, stick, extra-fine 1 mm, blue Ink, blue barrel, smooth, skip-free writing, dimpled rubber grip providing writing control and comfort, smooth-writing liquid ink, water and fade resistant, metal pocket clip, and packed in plastic cover.</li> <li>• PPP Unit UV logo and title printed in a manner at middle of pen</li> </ul>
<b>XII.</b>	Pointer pen	<ul style="list-style-type: none"> <li>• Piano frontliner XL pointer or equivalent, smooth flow with 0.5 mm nylon tip, metal clip, easy grip, and click-on cap, long writing length, smudge-proof water-based German or equivalent ink, colour black, packed in plastic cover.</li> <li>• PPP Unit UV logo and title printed in a manner at middle of pen</li> </ul>
<b>XIII.</b>	Pencils	<ul style="list-style-type: none"> <li>• Standard size, 2HB black lead, ergonomic triangular shape, rubber-tipped eraser, break-resistant and strong lead, intense writing, easy to erase, non-toxic,</li> <li>• PPP Unit UV logo and title printed in a manner at middle of pen</li> </ul>

## **Part 3 – Conditions of Contract and Contract Forms**

## Section VI - General Conditions of Contract

### Table of Contents

<b>1. General Provisions.....</b>	<b>667</b>
1.1 Definitions.....	67
1.2 Applicable Law .....	68
1.3 Language.....	68
1.4 Notices.....	68
1.5 Location .....	69
1.6 Authorized Representatives .....	69
1.7 Inspection and Audit by the Procuring Agency .....	69
1.8 Taxes and Duties.....	69
<b>2. Commencement, Completion, Modification, and Termination of Contract .....</b>	<b>69</b>
2.1 Effectiveness of Contract .....	69
2.2 Program Starting Date .....	69
2.3 Intended Completion Date .....	69
2.4 Modification .....	70
2.5 Force Majeure.....	70
2.6 Termination .....	71
<b>3. Obligations of the Service Provider .....</b>	<b>72</b>
3.1 General .....	72
3.2 Conflict of Interests .....	74
3.3 Confidentiality .....	74
3.4 Insurance to be Taken Out by the Service Provider .....	74
3.5 Service Provider's Actions Requiring Procuring Agency's Prior Approval .....	75
3.6 Reporting Obligations .....	75
3.7 Documents Prepared by the Service Provider to Be the Property of the P.A.....	75
3.8 Liquidated Damages .....	76
3.9 Performance Security .....	76
3.10 Fraud and Corruption.....	76
3.11 Sustainable Procurement.....	77
3.12 Code of Conduct .....	77
3.13 Training of Service Provider's Personnel.....	77
3.14 Security of the Site .....	77
3.15 Protection of the Environment .....	78
3.16 Cultural Heritage Findings.....	78
<b>4. Service Provider's Personnel .....</b>	<b>79</b>
4.1 Description of Personnel.....	79

---

4.2	Removal and/or Replacement of Personnel .....	79
4.3	Service Provider's Personnel .....	80
<b>5.</b>	<b>Obligations of the Procuring Agency .....</b>	<b>82</b>
5.1	Assistance and Exemptions .....	82
5.2	Change in the Applicable Law.....	82
5.3	Services and Facilities.....	82
<b>6.</b>	<b>Payments to the Service Provider .....</b>	<b>82</b>
6.1	Lump-Sum Remuneration .....	82
6.2	Contract Price .....	83
6.3	Payment for Additional Services, and Performance Incentive Compensation .....	83
6.4	Terms and Conditions of Payment .....	83
6.5	Interest on Delayed Payments .....	83
6.6	Price Adjustment .....	83
6.7	Dayworks .....	84
<b>7.</b>	<b>Quality Control .....</b>	<b>84</b>
7.1	Identifying Defects .....	84
7.2	Correction of Defects, and .....	84
<b>8.</b>	<b>Settlement of Disputes .....</b>	<b>85</b>
8.1	Amicable Settlement .....	85
8.2	Dispute Settlement.....	85

## Section VI - General Conditions of Contract

### 1. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **'Adjudicator'** means a person appointed jointly by the Procuring Agency and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) **'Activity Schedule'** is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.
- (c) **'Completion Date'** means the date of completion of the Services by the Service Provider as certified by the Procuring Agency.
- (d) **'Contract'** means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement.
- (e) **'Contract Price'** means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (f) **'Dayworks'** means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- (g) **'Procuring Agency'** means the party who employs the Service Provider.
- (h) **'Procuring Agency's Personnel'** means all staff, labor, and other employees of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Service provider.
- (i) **'Foreign Currency'** means any currency other than the currency of the Procuring Agency's Country.
- (j) **'GCC'** means these General Conditions of Contract.
- (k) **'Government'** means the Government of Sindh.

- (l) **'Local Currency'** means the currency of the Procuring Agency's Country.
- (m) **'Member'** in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; **'Members'** means all these entities, and **'Member in Charge'** means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Agency under this Contract.
- (n) **'Party'** means the Procuring Agency or the Service Provider, as the case may be, and **'Parties'** means both of them.
- (o) **'Service Provider'** is a person or corporate body whose Bid to provide the Services has been accepted by the Procuring Agency.
- (p) **'Service Provider's Personnel'** means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services.
- (q) **'SCC'** means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (r) **'Specifications'** means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract.
- (s) **'Services'** means the work to be performed by the Service Provider pursuant to the Contract.
- (t) **'Subcontractor'** means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Procuring Agency's Country, unless otherwise specified **in the SCC**.
- 1.3 Language** This Contract has been executed in the language specified **in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is

addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified **in the SCC**.

- 1.5 Location** The Services shall be performed at such locations as are specified **in the SCC**, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's Country or elsewhere, as the Procuring Agency may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Service Provider may be taken or executed by the officials specified **in the SCC**.
- 1.7 Inspection and Audit by the Procuring Agency** The Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Procuring Agency.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Laws, the amount of which is deemed to have been included in the Contract Price.

## 2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties, or such other later date as may be stated **in the SCC**.
- 2.2 Program Starting Date** Before commencement of the Services, the Service Provider shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated. The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified **in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified **in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Procuring Agency has been obtained.

**2.4.1 Value Engineering**

The Service Provider may prepare, at its own cost and if specified **in the SCC**, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal, if permitted, shall, at a minimum, include the following:

- (a) the proposed change(s), and a description of the difference to the existing Contract requirements.
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Agency may incur in implementing the value engineering proposal, and
- (c) a description of any effect(s) of the change on performance/ functionality.

The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces Contract Price or life cycle costs to the Procuring Agency; or
- (c) improves the quality, efficiency, safety or sustainability of the Services; or
- (d) yields any other benefits to the Procuring Agency, without compromising the necessary functions of the Services.

If the value engineering proposal is approved by the Procuring Agency and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price, or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

**2.5 Force Majeure**

- 2.5.1 Definition** For the purposes of this Contract, '**Force Majeure**' means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 By the Procuring Agency** The Procuring Agency may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:
- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing.
  - (b) if the Service Provider become insolvent or bankrupt.
  - (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - (d) if the Service Provider, in the judgment of the Procuring Agency has engaged in Fraud and Corruption in competing for or in executing the Contract

- 2.6.2 By the Service Provider** The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:
- (a) if the Procuring Agency fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue, or
  - (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 2.6.3 Suspension of Releases of Funds by the Government** In the event that the Government suspends the releases of funds to the Procuring Agency, from which part of the payments to the Service Provider are being made:
- (a) The Procuring Agency is obligated to notify the Service Provider of such suspension within seven (7) day of having received the Government's notice.
  - (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5, the Service Provider may immediately issue a fourteen (14) day termination notice.
- 2.6.4 Payment upon Termination** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Agency shall make the following payments to the Service Provider:
- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.
  - (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

### **3. Obligations of the Service Provider**

- 3.1 General** This Contract shall come into effect on the date the Contract is signed by both parties, or such other later date as may be stated **in the SCC**.

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally

accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Procuring Agency's Country where the Services are executed.

If required **in the SCC**, the Service Provider shall submit to the Procuring Agency for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws. The health and safety manual shall set out any applicable health and safety requirement under the Contract,

- (a) which may include:
  - (i) procedures to establish and maintain a safe working environment.
  - (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (an unanticipated incident, arising from natural or man-made hazards).
  - (iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases.
  - (iv) the measures to be implemented to avoid or minimize the spread of communicable diseases, and
- (b) any other requirements stated in the Procuring Agency's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Subcontractors or third parties. The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable requirements and the obligations set out in GCC Sub-Clause 3.12.

### **3.2 Conflicts of Interests**

- 3.2.1 Service Provider Not to Benefit from Commissions and Discounts** The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
- 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project** The Service Provider agree that, during the term of this Contract and after its termination in accordance with the Contract, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service Provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.
- 3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Activity, the Services, this Contract, or the Procuring Agency's business or operations without the prior written consent of the Procuring Agency.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified **in the SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider's Actions** The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- Requiring Procuring Agency's Prior Approval**
- (a) entering a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C (*KEY PERSONNEL AND SUBCONTRACTORS*),
  - (c) changing the Program of activities, and
  - (d) any other action that may be specified in the SCC.

Submission by the Contractor for the Procuring Agency's approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's details as required by the Procuring Agency.

**3.6 Reporting Obligations**

The Service Provider shall submit to the Procuring Agency the reports and documents specified in Appendix B (*SCHEDULE OF PAYMENTS AND REPORTING REQUIREMENTS*) in the form, in the numbers, and within the periods set forth in the said Appendix. If specified in said Appendix, the reporting requirements shall include environmental and social aspects.

The Service Provider shall inform the Procuring Agency immediately of any allegation, incident or accident in the locations in the Procuring Agency's Country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Agency's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident-causing fatality or serious injury, significant adverse effects or damage to private property.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Procuring Agency of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Agency's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service Provider shall provide full details of such incidents or accidents to the Procuring Agency within the timeframe agreed with the Procuring Agency. The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

**3.7 Documents Prepared by the Service Provider to be the Property of the Procuring Agency**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Agency, together with a detailed inventory thereof. The Service Provider may

retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

### **3.8 Liquidated Damages**

#### **3.8.1 Payments of Liquidity Damages**

The Service Provider shall pay liquidated damages to the Procuring Agency at the rate per day stated **in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

#### **3.8.2 Correction for Over-Payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

#### **3.8.3 Lack of Performance Penalty**

If the Service Provider has not corrected a defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the defect corrected, assessed as described in Sub-Clause 7.2 and specified **in the SCC**.

### **3.9 Performance Security**

If required as specified **in the SCC**, the Service Provider shall provide to the Procuring Agency a Performance Security for the performance of the Contract, in the amount specified in the SCC and no later than the date specified in the Letter of Acceptance.

As specified **in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the formats stipulated by the Procuring Agency **in the SCC**, or in another format acceptable to the Procuring Agency.

The Performance Security shall be valid until a date twenty-eight (28) days from the Completion Date of the Contract in case of a bank guarantee or any other form specified **in the SCC**.

### **3.10 Fraud and Corruption**

The Government requires compliance with anti-corruption guidelines and its prevailing policies and procedures. The Procuring Agency requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must

include at least the name and address of the agent or other party, the amount and currency, and the purpose of commission, gratuity or fee.

**3.11 Sustainable Procurement**

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified **in the SCC**.

**3.12 Code of Conduct**

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Procuring Agency's Country where the Services are provided. The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviours that are prohibited and understands the consequences of engaging in such prohibited behaviours. The measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person sign acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Procuring Agency's Country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Procuring Agency's Personnel and the local community. The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

**3.13 Training of the Service Provider's Personnel**

The Service Provider shall provide appropriate training to its relevant personnel on any applicable aspects of the Contract. As stated in the Procuring Agency's Requirements or as instructed by the Procuring Agency, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable aspects of the Contract by the Procuring Agency's Personnel and/or other personnel assigned by the Procuring Agency.

**3.14 Security of the Site**

Unless stated otherwise **in the SCC**, the Service Provider shall be responsible for the security at the locations in the Procuring Agency's Country where the Services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

If required **in the SCC**, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Procuring Agency's No-objection a security management plan that sets the security arrangements for the locations in the Procuring Agency's Country where the Services are

executed. In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Procuring Agency's Requirements. The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Procuring Agency's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Procuring Agency's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

**3.15 Protection of the Environment**

As applicable, the Service Provider shall take all necessary measures to protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from its activities shall exceed neither the values that may be indicated in the Procuring Agency's Requirements, nor those prescribed by applicable laws. In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Procuring Agency the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Procuring Agency.

**3.16 Cultural Heritage Findings**

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Procuring Agency's Country where the Services are carried out shall be placed under the care and custody of the Procuring Agency. As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Procuring Agency, to give the Procuring Agency the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

## 4. Service Provider's Personnel

- 4.1 Description of Personnel** The titles agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C (*KEY PERSONNEL AND SUBCONTRACTORS*) are hereby approved by the Procuring Agency.
- 4.2 Removal and/or Replacement of Personnel** Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

The Procuring Agency may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:

- (a) persists in any misconduct or lack of care.
- (b) carries out duties incompetently or negligently.
- (c) fails to comply with any provision of the Contract.
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract.
- (f) has been recruited from the Procuring Agency's Personnel.
- (g) undertakes behavior which breaches the code of conduct.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Procuring Agency to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out, any Service Provider's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (vi) above.

The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**4.3 Service Provider's Personnel**

**Engagement of Service Provider's Personnel:** The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel. The Service Provider is encouraged, to the extent practicable and reasonable, to use local labour that has the necessary skills. Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Procuring Agency's Country. The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

**Persons in the Service of Procuring Agency:** The Service Provider shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Agency's Personnel.

**Labor Laws:** The Service provider shall comply with all the relevant labour laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Service Provider shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors. The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

**Rates of Wages and Conditions of Labor:** The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider. The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Procuring Agency's Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

**Facilities for Service Provider's Personnel:** If stated in the SCC and subject to GCC Sub-Clause 5.3, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service

Provider's Personnel employed for the execution of the Contract at the locations in the Procuring Agency's country where the Services are provided. In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified **in the SCC**.

**Non-Discrimination and Equal Opportunity:** The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel based on personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).

**Forced Labor:** The Service Provider, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements. No persons shall be employed or engaged who have been subject to trafficking. **'Trafficking'** in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

**Child Labor:** The Service Provider, including Subcontractors, shall not employ or engage a child having age below the specified limit set forth in the provincial law (**'Minimum Age'**). The Service Provider, including Subcontractors, shall not employ or engage a child between the Minimum Age and the age of eighteen (18) in a manner that is likely to be hazardous, or to interfere with, the child's education, or be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of eighteen (18) after an appropriate risk assessment has been conducted by the Service Provider with the Procuring Agency's consent. The Service Provider shall be subject to regular monitoring by the Procuring Agency that includes monitoring of health, working conditions and hours of work. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: with exposure to physical, psychological or sexual abuse; underground, underwater, working at heights or in confined spaces; with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

## 5. Obligation of the Procuring Agency

- 5.1 Assistance and Exemptions** The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Procuring Agency shall make available to the Service Provider the Services and Facilities listed under Appendix E (*SERVICES AND FACILITIES PROVIDED BY THE PROCURING AGENCY*).

## 6. Payment to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A (*DESCRIPTION OF THE SERVICES*). Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price** The price payable in local currency and foreign currency, if applicable, is set forth **in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation** For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D (*BREAKDOWN OF CONTRACT PRICE*).  
**If the SCC** so specify, the Service Provider shall be paid performance incentive compensation as set out in the Performance Incentive Appendix F (*PERFORMANCE INCENTIVE COMPENSATION APPENDIX*).
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule stated **in the SCC**. Unless otherwise stated **in the SCC**, the advance payment (advance for mobilization, materials and supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period stated **in the SCC**. Any other payment shall be made after the conditions listed **in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Agency specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Procuring Agency has delayed payments beyond thirty (30) days after the due date stated **in the SCC**, interest shall be paid to the Service Provider for each day of delay at the rate stated **in the SCC**.
- 6.6 Price Adjustment** Prices shall be adjusted for fluctuations in the cost of inputs only if provided for **in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for advance payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/loc}$$

Where:  $P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency 'c'.  $A_c$ ,  $B_c$  and  $C_c$  are coefficients specified **in the SCC**, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labour costs, and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency 'c'; and  $Lmc$  is the index prevailing at the first day of the month of the corresponding invoice date and  $Loc$  is the index prevailing seven (7) days before Bid Submission Deadline for labour; both in the specific currency 'c'.  $Imc$  is the index prevailing at the first day of the month of the corresponding invoice date and  $loc$  is the index prevailing seven (7) days before Bid Submission Deadline for other inputs payable; both in the specific currency 'c'.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a

correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected, and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

#### 6.7 Dayworks

If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Procuring Agency has given written instructions in advance for additional services to be paid in that way. All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Agency. Each completed form shall be verified and signed by the Procuring Agency representative as indicated in Sub-Clause 1.6 within two days of the Services being performed. The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

### 7. Quality Control

#### 7.1 Identifying Defects

The principle and modalities of inspection of the Services by the Procuring Agency shall be as indicated **in the SCC**. The Procuring Agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Service Provider to search for a defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

#### 7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Procuring Agency shall give notice to the Service Provider of any defects before the end of the Contract. The defects liability period shall be extended for as long as defects remain to be corrected.
- (b) Every time notice of a defect is given, the Service Provider shall correct the notified defect within the length of time specified by the Procuring Agency's notice.
- (c) If the Service Provider has not corrected a defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the defect corrected, the Service Provider will pay this amount, and a penalty for lack of performance as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

**8.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Settlement** if any dispute arises between the Procuring Agency and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within fourteen (14) days of the notification of disagreement of one party to the other. The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.

The Adjudicator shall be paid by the hour at the rate specified **in the BDS and SCC**, together with reimbursable expenses of the types specified **in the SCC**, and the cost shall be divided equally between the Procuring Agency and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty-eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty-eight (28) days, the Adjudicator's decision will be final and binding. Unless otherwise agreed by both the Procuring Agency and the Service Provider, arbitration for contracts with foreign or national Service Providers shall be conducted in accordance with the laws of the Procuring Agency's Country.

Should the Adjudicator resign or die or should the Procuring Agency and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Agency and the Service Provider. In case of disagreement between the Procuring Agency and the Service Provider, within thirty (30) days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within fourteen (14) days of receipt of such request.

## Section VII - Special Conditions of Contract

*The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in GCC.*

Reference	A. General Provisions
GCC 1.1	<b>Word in the Government's Country or Procuring Agency's Country is:</b> Islamic Republic of Pakistan
GCC 1.1(a)	<b>The Adjudicator is:</b>
GCC 1.1(e)	<b>The Contract is:</b> Publicity Material
GCC 1.1(h)	<b>The Procuring Agency is:</b> Public-Private Partnership Unit, Finance Department
GCC 1.1(o)	<b>The Member In-charge is:</b>
GCC 1.1(q)	<b>The Service Provider is:</b>
GCC 1.2	<b>The Applicable Law is:</b> The Contract Act, 1872
GCC 1.3	<b>The Language is:</b> English
GCC 1.4	<b>The Addresses are:</b>  <b>Procuring Agency</b> <b>Attention</b> <b>Telex</b> <b>Facsimile</b>  <b>Service Provider</b> <b>Attention</b> <b>Telex</b> <b>Facsimile</b>
GCC 1.6	<b>The Authorized Representatives are:</b>  <b>For the Procuring Agency</b> <b>For the Service Provider</b>
GCC 2.1	<b>The Date of Contract Effectiveness is:</b> Contract Signing Date
GCC 2.2	<b>The Starting Date for Commencement of Services is:</b> Contract Signing Date
GCC 2.3	<b>The Intended Completion Date is:</b> Four (4) months from the Contract Signing Date

<b>GCC 2.4.1</b>	<b>The Value Engineering Proposal Submission is:</b> Not allowed
<b>GCC 3.8.1</b>	<b>The Liquidated Damages Rate is:</b> 0.5% per day <b>The Maximum Amount of Liquidated Damages for Contract is:</b> 10% Contract Price
<b>GCC 3.8.3</b>	<b>The Percentage Used for Lack of Performance Penalty is:</b> 5% of Contract Price
<b>GCC 3.9</b>	<b>Performance Security:</b> A Performance Security not less than five percent (5%) of the final Contract Price shall be required in the form of a pay order or demand draft or bank guarantee, valid for twenty-eight (28) days beyond the Contract period and issued by a scheduled bank in Pakistan in favour of the ' <b>Director General, Public-Private Partnership Unit, Finance Department</b> '.
<b>GCC 6.2</b>	<b>The amount in Pak Rupees is:</b>
<b>GCC 6.3.2</b>	<b>The Performance Incentive Payable:</b> Not applicable
<b>GCC 6.3</b>	<b>The Payments Schedule is:</b> Refer to the Section V ( <i>ACTIVITY SCHEDULE</i> )
<b>GCC 6.5</b>	<b>The Maximum Payment Period is:</b> Refer to the Section V ( <i>ACTIVITY SCHEDULE</i> ) <b>The Interest Rate Applicable is:</b> KIBOR
<b>GCC 6.6.1</b>	<b>The Price Adjustment is:</b> Not applicable
<b>GCC 7.1</b>	<b>The Services Inspection Modalities:</b> Refer to the Section V ( <i>ACTIVITY SCHEDULE</i> ) <b>The Defects Liability Period is:</b> Ten (10) days
<b>GCC 8.2.3</b>	<b>The Adjudicator is:</b>
<b>GCC 8.2.4</b>	<b>The Rules of Arbitration is:</b> The Arbitration Act, 1940

## **Appendix A—Description of the Services**

Refer to Section V (*ACTIVITY SCHEDULE*)

---

## **Appendix B—Schedule of Payments and Reporting Requirements**

Refer to Section V (*ACTIVITY SCHEDULE*)

## **Appendix C—Key Personnel and Subcontractors**

## **Appendix D—Breakdown of Contract Price**

---

## **Appendix E—Services and Facilities Provided by the Procuring Agency**

---

## **Appendix F—Performance Incentive Compensation Appendix**

## Section VIII - Contract Forms

### Table of Forms

<b>CONTRACT FORMS .....</b>	<b>95</b>
1. Letter of Acceptance .....	95
2. Contract Agreement .....	96
3. Performance Security .....	98

## Letter of Acceptance

[insert date]

To: [name and address of the Service Provider]

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Procuring Agency.

You are advised to furnish the original copies of (i) the performance security within seven (7) days in accordance with the conditions of the Contract, using for that purpose one of the Performance Security and Contract Agreement included in Section VIII (*CONTRACT FORMS*) affixed stamp duty as applicable in accordance with the provisions of the Stamp Act, 1989.

You are further advised to confirm in writing, within three (3) days, reckoned from the date of receipt of this letter, its acceptance of matters set out herein, and its willingness to execute the Contract in the form enclosed to this letter.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

## Contract Agreement

This AGREEMENT is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency]* (hereinafter called the '**Procuring Agency**') and, on the other hand, *[name of Service Provider]* (hereinafter called the '**Service Provider**').

### WHEREAS

- (a) the Procuring Agency has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the '**Services**').
- (b) the Service Provider, having represented to the Procuring Agency that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a Contract Price of.....
- (c) the Procuring Agency has received funds from the Government of Sindh (hereinafter called the '**Government**') towards the cost of the Services and intends to apply a portion of the proceeds of the funds to eligible payments under this Contract, it being understood (i) that payments by the Government will be made only at the request of the Procuring Agency and upon approval by the Competent Authority, (ii) that such payments will be subject, in all respects, to the terms and conditions as applicable, and (iii) that no party other than the Procuring Agency shall derive any rights or have any claim to the fund proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Special Conditions of Contract
  - (d) the General Conditions of Contract
  - (e) the Activity Schedule
  - (f) the Priced Activity Schedule, and
  - (g) The following Appendices:
    - Appendix A: Description of the Services
    - Appendix B: Schedule of Payments
    - Appendix C: Key Personnel and Subcontractors
    - Appendix D: Breakdown of Contract Price
    - Appendix E: Services and Facilities Provided by the Procuring Agency
    - Appendix F: Performance Incentive Compensation

2. The mutual rights and obligations of the Procuring Agency and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring Agency shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

**For and on behalf of the Procuring Agency:**

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

**For and on behalf of the Service Provider:**

Signed: *[insert signature of authorized representative(s) of the Service Provider]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

## Performance Security (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Procuring Agency]*

**Date:** *[Insert date of issue]*

**Performance Guarantee No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* ('**Applicant**') has to enter into a Contract No. *[insert reference number of the contract]* with the Beneficiary, for the Services of *[insert name of contract and brief description of the Services]* ('**Contract**').

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of PKR *[insert amount in figures]* *[insert amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2026, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

---

*[Signature(s)]*

**Note:** *All italicized text is for use in preparing this form and shall be deleted from the final product.*