



No.SO(GA)HRD/ CAPACITY BUILDING /2024

**GOVERNMENT OF SINDH
HUMAN RIGHTS DEPARTMENT**
Karachi, dated the 20th January, 2025

NOTICE INVITING TENDER

The Human Rights Department, Government of Sindh invites sealed bids from interested bidders as per SPPRA Rules, 2010 (Amended upto date) registered with Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) through single stage one envelope procedure for procurement of Organizing the Events for Capacity Building by Human Rights Department for following eligibility and terms & conditions:

- A. Capacity Building Training of Fresh Law Graduates.
- B. Capacity Building Training of Police Personnel.
- C. Capacity Building Training of Line Department.

Eligibility Condition:

- a) Provide a copy of valid registration with NTN. The firm must be on active tax payer list.
- b) Provide a copy of SRB. Provide a copy of professional tax certificate.
- c) Valid registration with Professional Institution / Registration bodies in respective field.
- d) The interested firm must have operational and equipped office in Karachi.
- e) Undertaking on Affidavit that firm is not
- f) Bidders are required to register and submit the bid through EPADS (E-Pak acquisition and disposal system, www.portalsindh.eprocure.gov.pk)
- g) A copy of the submitted bid, alongwith the original bid security Pay Order, must be submitted to the purchase department.

Terms & Conditions:

- i. Tender documents can be purchased from the office of Section Officer (GA), Human Rights Department, Banglow#D-184, Clifton Phase-V, opposite South City Hospital near Bilawal Chorangi, Karachi, Sindh (Telephone No.021-99332057) from the date of hoisting of this NIT on PPMS SPPRA's website during office hours (09:00 a.m to 05:00 p.m) against payment of tender fee Rs.2000/ through pay order (non-refundable).
- ii. The bidding documents can also be downloaded from SPPRA's website EPADS www.portalsindh.eprocure.gov.pk as well as from Department's website.
- iii. The last date of purchasing tender documents is 03.02.2025 till 12:00 noon.
- iv. Tender documents dully filled in and supported with required documents should be dropped in the tender box kept in the office of Human Rights Department, Government of Sindh at Banglow#D-184, Clifton Phase-V, opposite South City Hospital near Bilawal Chorangi, Karachi, Sindh on **04.02.2025 at 02:00 pm which shall be opened on the same day at 02:30 pm** in the presence of bidders or their authorized representatives, who wish to attend.
- v. Bidders shall quote their final price both in figures and in words dot any cutting / over written and correction in the tender Form will not be accepted.
- vi. Bid Security / Earnest Money @ 2.5% of the total bid in shape of pay order in favour of Section Officer (GA) Human Rights Department, Govt of Sindh is to be furnished with the tender Form. Any Tender not accompanied with earnest money or conditional tender will not be considered.
- vii. The procuring agency may reject any or all bids without assigning any reason there of at any time and enhance / reduce the quantities or delete any item from the tender enquiry as per SPPRA Rules, 2010 (Amended upto date).
- viii. In case of any undesirable circumstances on submission, opening date & time or if the Government declares a holiday, the tender shall be submitted opened on the next working day at the same time & venue.

Section Officer (GA)

Human Rights Department, Government of Sindh,

Add: Banglow#D-184, Clifton Phase-V, opposite South City Hospital near Bilawal Chorangi, Karachi.

Tel: +92 21 99332057, website: www.humanrightssindh.gos.pk

ANNUAL PROCUREMENT PLAN 2024-2025

HUMAN RIGHTS DEPARTMENT

S No	Description of Procurement	Quantity (Where Applicable)	Estimated Unit Cost (Where Applicable)	Estimated Total Cost (In Million)	Funds Allocated (In Million)	Source of Funds (ADP / Non-ADP)	Proposed Procurement Plan	Timing of Procurement				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
	Legal Aid Assistance to Poor and Needy People for All over Sindh - Division wise	Various		Rs. 100.00	Rs. 100.00	Non-ADP	Least Cost Selection Method		50%	25%	25%	
1	Procurement of Services for Human Rights Campaigns / activities (Exhibitions Fairs and Other National Celebrations) all over Sindh.	Various		Rs. 52.20	Rs. 52.20	Non-ADP	Single Stage - Two Envelope		50%	25%	25%	
3	Procurement of services for human rights campaigns / activities (conferences, seminars, walks / symposia programs) in all over sindh	Various		Rs. 15.42	Rs. 15.42	Non-ADP	Single Stage - Two Envelope		50%	25%	25%	
4	Procurement of Services for Organizing of Capacity Building for Law Gradutes, Line Department's and Police Personnel's	Various		Rs. 15.00	Rs. 15.00	Non-ADP	Single Stage - Two Envelope		50%	25%	25%	
	Procurement of Hardware, Plant & Machinery and Furniture & Fixtures including Secretariat, TIC and all Directorates	Various		Rs. 3.41	Rs. 3.41	Non-ADP	Single Stage - Two Envelope		50%	25%	25%	
6	Public Awareness on Human Rights through Print, Electronic & Social Media	Various		Rs. 28.55	Rs. 28.55	ADP	Single Stage - Two Envelope		50%	25%	25%	
8	Institutional Strengthening of Human Rights Department	Various		Rs. 30.00	Rs. 30.00	ADP	Single Stage - Two Envelope		50%	25%	25%	


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 Section Officer (G.A)
 Human Rights Department
 Government of Sindh



021-99332057

HUMAN RIGHTS DEPARTMENT
GOVERNMENT OF SINDH



BIDDING DOUCMENTS

PROCUREMENT FOR ORGANIZING THE EVENTS OF CAPACITY BUILDING BY HUMAN RIGHTS DEPARTMENT *Single stage two envelope procedure*

Tender issued to: _____

Tender issued on: _____

The deadline for Bid submission is 04.02.2025 at 02:00 pm and will be opened on the same date at 02:30 pm

Address: Banglow#D-184, Clifton Phase-V, opposite South City Hospital near Bilawal Chorangi, Karachi.

Tel: +92 21 99332057, website: www.humanrightssindh.gos.pk

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PART – I

NOTICE INVITING TENDER

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- C. Capacity Building Training of Line Department.

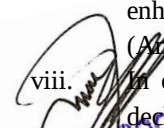
Eligibility Condition:

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Tel: +92 21 99332057, website: www.humanrightssindh.gos.pk

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PART - II

General Conditions of Contract

1. Definitions

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

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

2. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be



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the latest issued by the concerned institution.

3. Patent Rights

N/A.

4. Performance Security

- 4.1 Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak Rupees and shall be an unconditional bank guarantee, pay order, call deposit as provided in the bidding documents.
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

5. Inspection and Tests

- 5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods and the Service Provider shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- 5.3 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Manufacturer.
- 5.4 Nothing in GCC Clause 8 shall in any way release the Service provider from any warranty or other obligations under this Contract.

6. Packaging

N/A

7. Delivery and Documents

Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements. The details of shipping / transportation and/or other documents to be furnished by the Service Provider are specified in SCC.

8. Insurance

N/A


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- 9. Transportation** The Service Provider is required under the Contract to transport the Goods to a specified place of destination and related costs shall be deemed to have been included in the Contract Price.
- 10. Incidental Services**
- 10.1 The Service Provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Service Provider of any warranty obligations under this Contract; and
- 11. Spare Parts** N/A
- 12. Warranty**
- 12.1 The Service Provider warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Service Provider further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Service Provider, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 12.3 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Service Provider under the Contract.
- 13. Payment**
- 13.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.
- 13.2 The Service Provider's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing,


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as appropriate, the Goods delivered and Services performed, and upon fulfillment of other obligations stipulated in the Contract.

13.3 Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider.

13.4 The currency of payment is Pakistani Rupees.

14. Prices

Prices charged by the Service Provider for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its bid.

15. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Delays in the Supplier's Performance

16.1 Delivery of the Goods and performance of Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

16.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

16.3 Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

17. Liquidated Damages


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Subject to GCC Clause 20, if the Service Provider fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 18.

18. Termination for Default

18.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

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- a. if the Service Provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or
- b. if the Service Provider fails to perform any other obligation(s) under the Contract.
- c. if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

19. Force Majeure

- 19.1 Notwithstanding the provisions of GCC Clauses 16, 17, and 18, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 19.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. Resolution of Disputes

Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act-1942.

21. Governing Language

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

22. Applicable Law

The Contract shall be interpreted in accordance with the Sindh Public Procurement Rules, 2010 (Amended upto date).

23. Taxes and Duties

Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

24. Overriding effect of Sindh Public Procurement Rules, 2010

In case of conflict of primacy of interpretation the provisions of SPP Rules, 2010 shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.

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Part - III**BID DATA SHEET**

The following specific data for organizing the Capacity Building Events by Human Rights Department to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction		
ITB 1.1	Name of procuring Agency of Government of Sindh	Human Rights Department, , Government of Sindh
ITB 1.1	Procuring agency's address, telephone, telex, and facsimile numbers.	Banglow No.D-184, Clifton Phase-V, opposite South City Hospital near Bilawal Chorangi, Karachi. Tel: +92 21 99332057 website: www.humanrightsindh.gos.pk
ITB 1.1	Name of Contract	Procurement for Organizing the Capacity Building Events by Human Rights Department
ITB 2.1	Language of the bid	English
Bid Price and Currency		
ITB 4	Bid prices	Pakistani Rupees - Fixed inclusive of all applicable taxes and supply, installation, and commissioning charges
Preparation and Submission of Bids		
ITB 9	Amount of bid security	2.5% of total bid quoted
ITB 10.1	Bid validity period	90 days
ITB 10.2	Performance Security	5% of bid price in shape of PO/CD/BD
ITB 11.1	Number of copies	Two (original + photocopy)
ITB 18.2	Address for bid submission	Banglow No.D-184, Clifton Phase-V, opposite South City Hospital near Bilawal Chorangi, Karachi. Tel: +92 21 99332057
ITB 12.1	Deadline for bid submission	04 th February, 2025 at 02:00 pm
ITB 13.1	Time, date and place for bid opening	04 th February, 2025 at 02:30 pm at the office of Section Officer (GA), Human Rights Department, Banglow No.D-184, Clifton Phase-V, opposite South City Hospital near Bilawal Chorangi, Karachi.
ITB 19.1	Bid Evaluation	Lowest and most Advantageous bid

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Part-IV

Instruction to Bidders

PREPARATION OF BIDS

1. **Scope**
 - 1.1 The Human Rights Department, Government of Sindh received the budget in the Head of Account 'Capacity Building' and intends to organize the capacity building events for Government Officers at all Divisions of Sindh and an training event at Islamabad as mentioned in the schedule of requirements for Officers / Officials of Secretariat as well as for the attached offices of the department.
2. **Language of bid**
 - 2.1 The bid prepared by the Bidders, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency, shall be written in the English language
3. **Documents Comprising the Bid**
 - 3.1 The bid prepared by the Bidder shall comprise the following components:
 - a. price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
 - b. bid security furnished in accordance with ITB Clause 9.
4. **Bid Prices**
 - 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
 - 4.2 The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.
 - 4.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
 - 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
 - 4.5 Rate should be quoted both in figure and in words in the schedule of work / Price of Schedule attached below with this tender form
 - 4.6 The rate should be inclusive of all charges i.e. POL other incidental charges, cost of material under the description and taxes, and nothing shall be paid by the procuring agency.
5. **Bid Form**
 - 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
6. **Bid Currencies**

Prices Shall be quoted in Pak Rupees.

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7. **Documents Establishing Bidder's Eligibility and Qualification**
- 7.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- a. That, in the case of a bidder offering to supply goods/ services under the contract which the bidder did not manufacture or otherwise produce/ supply, the bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods/ services in the Islamic Republic of Pakistan;
 - b. That the bidder has the financial, technical and production capability necessary to perform the contract;
 - c. That the bidder meets the qualification criteria listed in the Bid Data Sheet.
8. **Documents Establishing Goods / Services Eligibility and Conformity to Bidding Documents**
- 8.1 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data and shall consist of;
- a. a detailed description of the essential technical and performance characteristics of the goods;
 - b. the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
9. **Bid Security**
- 9.1 The bid security is required to protect the procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:
- a. at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable bank;
 - b. be submitted in its original form; copies will not be accepted;
 - c. remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity


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- 9.2 Bid security shall be released to the unsuccessful bidders once the
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contract has been signed with the successful bidder or the validity period has expired.

9.3 The successful bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.

9.4 The bid security may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity or
- b. in the case of a successful Bidder, if the Bidder fails:
 - i. to sign the contract in accordance or
 - ii. to furnish performance security

10. Period of Validity of Bids

10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the procuring agency. A bid valid for a shorter period shall be rejected by the procuring agency as non-responsive.

10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

11. Format and Signing of Bid

11.1 The bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.



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11.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unnamed printed literature, shall be initialed by the person or persons signing the bid.

11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initiated by the person or persons signing the bid.

SUBMISSION OF BIDS

12. Sealing and Marking of Bids

12.1 The bidder shall seal the original bid. The envelope shall be addressed to the Procuring agency at the address given in the Bid Data Sheet with statement **'PROCUREMENT FOR ORGANIZING THE CAPACITY BUILDING EVENTS BY HUMAN RIGHTS DEPARTMENT' 'DO NOT OPEN BEFORE 23.10.2024 AT 02:30 PM'.**

12.2 If the outer envelope is not sealed and marked as required, the procuring agency shall assume no responsibility for the bid's
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misplacement or premature opening.

13. **Deadline for Submission of Bids** 13.1 Bids must be received by the Procuring Agency at the address specified in Bid Data Sheet, not later than the time and date specified in the Bid Data Sheet.
- 13.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents. In such case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
14. **Late Bids** 14.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the Bidder.
15. **Modification and Withdrawal of Bids** 15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.
- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval may result in forfeiture of bid security.

OPENING & EVALUATION OF BIDS

16. **Opening of Bids by the Procuring Agency** 16.1 The Procuring Agency shall open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 16.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening.
17. **Clarification of Bids** 17.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
18. **Preliminary Examination** 18.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 18.3 Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
19. **Evaluation and Comparison of Bids**
- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
20. **Contracting the Procuring Agency**
- 20.1 No Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
- 

AWARD OF CONTRACT

21. **Post-Qualification**
- 21.1 In the absence of prequalification, the Procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of

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the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

22. **Award of Contract** 22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
23. **Procuring Agency's Right to Accept any Bid and to Reject any or all Bids** 23.1 Subject to relevant provisions of SPP Rules 2010, the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.
23.2 Pursuant to Rule 45 of SPP Rules 2010, Procuring agency shall host the evaluation report on Authority's website, and intimate to all the bidders three days prior to notify the award of contract
24. **Notification of Award** 24.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing, that its bid has been accepted.
24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
25. **Signing of Contract** 25.1 At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
26. **Performance Security** 26.1 Within seven (7) days, or any other period specified in Bid Data Sheet, of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or another form acceptable to the Procuring agency.
26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
27. **Corrupt or Fraudulent Practices** 27.1 The Government of Sindh requires that procuring agency as well as bidders/ suppliers/ contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there-under:


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- a. **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below;
- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- b. **"Obstructive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.



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PART-V

Eligibility and Evaluation Criteria

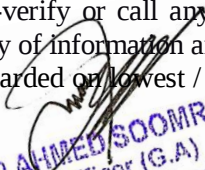
- ✓ Bidder / Service Provider must have a minimum of three (3) years of experience in arrangement of capacity building events. Attach at least three (03) work orders alongwith satisfactory performance certificates.
- ✓ Average financial annual turnover amounting to Rs.15.00 million during the last three years attaching must have bank statement or audit reports.
- ✓ Valid registration with tax authorities NTN, FBR, SRB etc. is required with copies of relevant certificate.
- ✓ Affidavit on non-judicial stamp paper ensuring that:
 - a. Bidder is not blacklisted by any organization nor in any litigation;
 - b. All items quoted are new in all respects and there is no second hand/ low quality material or part/accessory in it.

Additional Requirements

- ✓ Profile of company along with relevant documents
- ✓ Complete set of necessary literature (catalogues/ brochures)

IMPORTANT NOTE:-

1. Above Information/ Criteria is mandatory.
2. In case of failure to provide any information stated above, the Bid will straightaway be rejected.
3. Bidders / Service Providers are advised that before filing the Bidding Document, all the pages of Bidding Document should carefully be rechecked. If any page(s) paper(s) of the bidding document is left unchecked/ signed/ stamped/ missing/ incomplete, the Bid will straightaway be rejected.
4. Bidders / Service Providers are invited to quote their bid in the bidding document after signing each paper of the document; the bidding document shall be stamped properly.
5. Prospective Firm(s) must provide valid evidence against each above criteria, the Procuring Agency reserves rights to cross-verify or call any information/ documents, if deemed necessary in original, in order to ensure reliability of information and capacity of the bidder.
6. The contract will be awarded on lowest / most advantageous and responsive bid.


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PART - VI

Special Conditions of Contract

The following special conditions of contract shall supplement the general conditions of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. **Definitions**
(GCC Clause 1) GCC-1(g) The Procuring Agency is: Human Rights Department, Government of Sindh.
2. **Performance Security**
(GCC Clause 4) GCC-4 The amount of performance security, as a percentage of the Contract Price, shall be: 5%.
3. **Inspection and Tests**
(GCC Clause 5) Representative of Procuring Agency or his nominee shall inspect the procured good and ensure that it meets the tender specifications before its acceptance.
4. **Delivery and Documents**
(GCC Clause 7) GCC-10 Service Provider shall supply and install the goods under contract within 10 days after signing the contract and shall submit the following:
 - i. Service Provider's invoice showing Goods' description, quantity, unit price, and total amount;
 - ii. Packing List identifying the contents of Supply;
 - iii. Delivery note.
 - iv. Warranty and guarantee certificate;
5. **Warranty**
(GCC Clause 12) The goods supplied under this contract shall bear standard warranty (with free parts & labor) from the date of acceptance. Upon expiration of warranty, purchaser at its option may enter into a service level maintenance agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto.
6. **Payment**
(GCC Clause 13) Total payment shall be paid upon delivery of the products of each event at the delivery site and satisfactory testing/ acceptance certificates duly signed by the Budget & Finance Section of the Human Rights Department.

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7. **Liquidated
Damages
(GCC Clause 18)**

If the Service Provider fails to deliver the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

8. **Resolution of
Disputes
(GCC Clause-21)**

In the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred to the dispute resolution mechanism as defined in Rules - 31, 32 and 34 of the SPP Rules, 2010 (Amended upto date).

9. **Applicable Law
(GCC Clause 23)**

Contract shall be interpreted in accordance with the SPP Rules, 2010 (Amended upto date).

The Tenderer / Service Providers shall be duty bound to work after normal hours and on Sunday / holiday which no over time charges / double the normal or any account shall be payable by the procuring agency.

The Tenderer / Service Provider will provide adequate labour and the required No. of Machinery if required.

The Contractor / Service Provider will complete the work in his own presence of his assignees (Representatives) etc, at all designated places and shall complete the work at his satisfactory of quality as required by the procuring agency. The Contractor / Service Provider will fully responsible for all reroute shortage or damages etc and will be required to make good the loss by the replenishment or shall have to pay the cost. The recovery of cost shall be decided by the procuring agency.



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PART VII

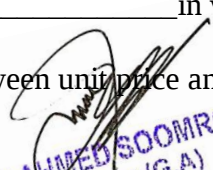
SCHEDULE OF REQUIREMENTS

Price Schedule in Pak. Rupees

1	2	3	4	5	6
S#	Description	Qty	Rate per unit	Total Amount	Destination
PART A					
01	Development of Course for Fresh Law Graduates in the light of Human Rights Laws enforced in Pakistan and International Territories and UN in the light of Scope of work.	01 Job			
02	Professional Trainers/ Guest Lecturers and Speakers Fees	01 Each			
03	Training Charges for Other Trainers and management staff	01 Job			
04	Training material charges for course development and trainings	01 Job			
PART B					
01.	Buffet Arrangement (Cro; & Cutlery) Refreshment; Two times tea with biscuits and drinking water small Lunch; Chicken Korma, Biryani, Naan Raita, Green Salad, Kheer, drinking water (small). Besides, Printing & Publication of the tailored manuals for the all participants of the training, all requisite stationary items for the training, Backdrop Banner, Standees, writing note-pad 50 pgs, Certificate for all participants in a Folio with printed Sindh Government and Human Rights Department's Logos along with Projector, sound system and laptop. Sitting arrangement chairwise.	30 persons			Karachi
02.	Same as above	S.A.A			Hyderabad
03.	Same as above	S.A.A			Sukkur
GRAND TOTAL ALONGWITH 15% SST					

Total Bid Price Rs. _____ in words Rupees _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.


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SCHEDULE OF PROGRAM REQUIREMENTS

Sr No.	Brief Description of Work	No. of Programs	Estimated Persons	Completion Period	Venue
CAPACITY BUILDING OF FRESH LAW GRADATES (2023 ONWARDS)					
1.	07 days Capacity Building Training of Fresh Law Gradates 2025.	01	30 Candidates	08.04.2025	Karachi
2.	07 days Capacity Building Training of Fresh Law Gradates 2025.	01	30 Candidates	15.04.2025	Hyderabad
3.	07 days Capacity Building Training of Fresh Law Gradates 2025.	01	30 Candidates	22.04.2025	Sukkur


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SCHEDULE OF REQUIREMENTS

Price Schedule in Pak. Rupees

1	2	3	4	5	6
S#	Description	Qty	Rate per unit	Total Amount	Destination
PART A					
01	Development of course on implementation and Working Knowledge for Human Rights Laws and Regulations for Line Departments (Officers / Officials) of Government of Sindh in the light of Scope of work	01 Job			
02	Professional Trainers/ Guest Lecturers and Speakers Fees	01 Each			
03	Training Charges for Other Trainers and management staff	01 Job			
04	Training material charges for course development and trainings	01 Job			
PART B					
01.	Buffet Arrangement (Cro; & Cutlery) Refreshment; Two times tea with biscuits and drinking water small Lunch; Chicken Korma, Biryani, Naan Raita, Green Salad, Kheer, drinking water (small). Besides, Printing & Publication of the tailored manuals for the all participants of the training, all requisite stationary items for the training, Backdrop Banner, Standees, writing note-pad 50 pgs, Certificate for all participants in a Folio with printed Sindh Government and Human Rights Department's Logos along with Projector, sound system and laptop. Sitting arrangement chair wise.	30 persons			Karachi
02.	Same as above	S.A.A			Hyderabad
03.	Same as above	S.A.A			Sukkur
GRAND TOTAL ALONGWITH 15% SST					

Total Bid Price Rs. _____ in words Rupees _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.


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SCHEDULE OF PROGRAM REQUIREMENTS

Sr No.	Brief Description of Work	No. of Programs	Estimated Persons	Completion Period	Venue
CAPACITY BUILDING OF LINE DEPARTMENTS					
1.	One Day Capacity Building Training Sessions for Line Departments (Officers / Officials)	01	30 Candidates	08.04.2025	Karachi
2.	One Day Capacity Building Training Sessions for Line Departments (Officers / Officials)	01	30 Candidates	15.04.2025	Hyderabad
3.	One Day Capacity Building Training Sessions for Line Departments (Officers / Officials)	01	30 Candidates	22.04.2025	Sukkur


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SCHEDULE OF REQUIREMENTS

Price Schedule in Pak. Rupees

1	2	3	4	5	6
S#	Description	Qty	Rate per unit	Total Amount	Destination
PART A					
01	Development of Course for Police personnel for Human Rights Laws which are currently implemented in Pakistan in the light of Scope of work	01 Job			
02	Professional Trainers/ Guest Lecturers and Speakers Fees	01 Each			
03	Training Charges for Other Trainers and management staff	01 Job			
04	Training material charges for course development and trainings	01 Job			
PART B					
01.	Buffet Arrangement (Cro; & Cutlery) Refreshment; Two times tea with biscuits and drinking water small Lunch; Chicken Korma, Biryani, Naan Raita, Green Salad, Kheer, drinking water (small). Besides, Printing & Publication of the tailored manuals for the all participants of the training, all requisite stationary items for the training, Backdrop Banner, Standees, writing note-pad 50 pgs, Certificate for all participants in a Folio with printed Sindh Government and Human Rights Department's Logos along with Projector, sound system and laptop. Sitting arrangement chair wise.	30 persons			Karachi
02.	Same as above	S.A.A			Hyderabad
03.	Same as above	S.A.A			Sukkur
GRAND TOTAL ALONGWITH 15% SST					

Total Bid Price Rs. _____ in words Rupees _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.


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SCHEDULE OF PROGRAM REQUIREMENTS

Sr No.	Brief Description of Work	No. of Programs	Estimated Persons	Completion Period	Venue
CAPACITY BUILDING OF POLICE PERSONNEL'S					
1.	One Day Capacity Building Training Sessions for Police Personnels (Officers / Officials)	01	30 Candidates	08.04.2025	Karachi
2.	One Day Capacity Building Training Sessions for Police Personnels (Officers / Officials)	01	30 Candidates	15.04.2025	Hyderabad
3.	One Day Capacity Building Training Sessions for Police Personnels (Officers / Officials)	01	30 Candidates	22.04.2025	Sukkur


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DELIVERY SCHEDULE:

Sr .No	Description	Place of delivery	Delivery Time
1	Procurement for Organizing Events for Capacity Building by Human Rights Department.	All Divisions of Sindh and at Capital City of Pakistan	Within minimum three (03) days or specific time period mentioned in the work order issued by the Procuring Agency


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Part - VIII

Sample Forms

Form-I

Letter of Acceptance

Date: _____

To,

The Secretary,
Human Rights Department,
Government of Sindh,
Karachi.

Dear Sir,

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

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to five (5) percent of the contract price/ pay order for the due performance of the contract, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day _____ of 2024.

[Signature]

[in the capacity of]

Duly authorized to sign bid for and on behalf of


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Section Officer (G.A.)
Human Rights Department
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Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between [name of Procuring Agency] of [country of Procuring agency] (hereinafter called “the Procuring Agency”) of the one part and [name of Service Provider] of [city and country of Service Provider] (hereinafter called “the Service Provider”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Service Provider)


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Performance Security Form

To: [The Secretary, Human Rights Department, Government of Sindh, Karachi]

WHEREAS [name of Service Provider] (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 20____ to supply [description of goods and services] (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Service Provider a guarantee:

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

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]


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FORM OF INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE .ETC.
PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORKS

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

_____ 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 Government of Sindh and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by Government of Sindh in this regard, _____, to indemnify Government of Sindh for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Sindh in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____, 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 Government of Sindh.

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