



Employment through Skill

**Sindh Technical Education &
Vocational Training Authority (STEVTA)**

ST-19, Block-6, Gulshan-e-Iqbal, Karachi.

Phone 99244112-7, Fax: 99244118.

Website: <http://www.stevta.gos.pk>



Tender No. STEVTA\OPS\ Chinese Language\06\2017

Bid Document

**Introduction of Chinese Language
in STEVTA Institutions**

OPERATION DEPARTMENT (STEVTA)



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Tender No. STEVTA/HQ/Ops/Chinese Language/06/2017

To,

M/s. _____

Subject: Introduction of Chinese Language in STEVTA Institutions

Dear Mr./Ms.

This refers to your letter No. _____ dated _____, concerning purchase of tender document pertaining to subject matter.

Sindh Technical Education & Vocational Training Authority (STEVTA) has been established by the Government of Sindh to streamline and strengthen Technical Education and Vocational Training in the province and to promote employability of youth in domestic and international job market.

STEVTA hereby invites bids from reputable firms for the subject purpose, under the terms and conditions specified in the bidding documents. Further details on the services are provided in the bidding document.

A firm will be selected under procedures described in this document, in accordance with the Sindh Public Procurement Regulatory Authority Rules 2010 from time to time.

We are enclosing herewith Bid Documents for completion and submission as detailed in this document.

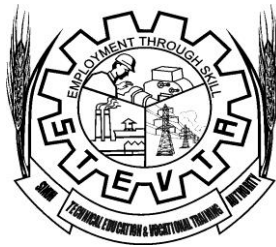
Please inform us in writing at the above address, upon receipt.

Yours sincerely,

Director Operations
STEVTA, Karachi

Part One- Section I

INSTRUCTIONS TO BIDDERS



OPERATIONS DEPARTMENT
Sindh Technical Education & Vocational

Training Authority

1. A- Introduction

Sindh Technical Education & Vocational Training Authority (STEVTA) has been established by the Government of Sindh to streamline and strengthen Technical Education and Vocational Training in the province and to promote employability of youth in domestic and international job market.

In order to extend complete autonomy & effective management, the policy making task has been entrusted to the STEVTA Board consisting of eminent professionals, from Public & Private Sector, Representatives from leading industries, academy and members from Provincial Assembly Sindh to oversee and extend guidance to make improvement in the TVET Sector for greater employability of youth of Sindh.

Vision

To develop qualitative workforce meeting local and international labor market needs by ensuring excellence in training through research & development, effective management and regulation of TVET setup in the Province.

Objectives

- Promote Technical Education and Vocational Trainings (TVET) System
- Improve Teachings Methodology & Administration in TVET Institutes
- To undertake improvement in Infrastructure & Equipments of TEVT Institutes
- Promote Employability of skilled work force produced.\
- Upgrade Faculty Competence(ies) Through capacity building Trainings
- Establish Model Institutions by Upgrading Existing Institutions
- Establish Centers of Excellence
- Strengthen Institute-Industry Linkages

1. B-Specific Objectives of Project

The building of Pak China Economic Corridor has opened a new era and doors of Employment for Skilled labor in different sectors like Construction, Energy, Hospitality and Service etc. It will facilitate labor movement to local and international job markets. Further, it will also enable labor productivity to benefit from the rapid technological innovations and transfer of knowledge and skills made possible by globalization. Finally, this will enable Pakistan to compete on a higher footing in international markets, by bringing productivity at par with global levels of efficiency.

The CPEC project is a connecting link of two nations "Pak-China" bringing the people together to go hand in hand and contribute in development activities. In this context Chinese language and culture are important aspects for Pakistani people which may bring closer to Chinese, promoting learning from each other, intercultural dialogue; implementing innovative technologies; improving the linguistic and intercultural competences of two nations. Various

sources, including Chinese authorities, estimate that about 25-40 million people all over the world are learning Chinese as a foreign language and this number is growing rapidly.

Realizing the fact and importance of Chinese Language; STEVTA has planned to introduce “**Chinese Language**” as an additional component in its existing one-year course in Chinese Language together with English Shorthand & Typewriting in Govt. Institute of Business & Commercial Education (GIBCE) at Malir Karachi, Hyderabad, Benazirabad at Nawabshah ,Sukkur ,Thatta, Hala, Sanghar, Khairpur, Mithi, Ghotki ,Larkana and Jamshoro at Sehwan sharif .

The existing Secretarial training program is registered with Sindh Board of Technical Education (SBTE) Karachi which will assess and certify candidates in coordination with reputable Chinese Language Institute (i.e. Confucius Institute of Chinese language University of Karachi). The purpose of this training program enriched with Chinese language is to produce Secretarial staff to beef up employment opportunities o

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all reputable firms from eligiblesource as defined inthe SPPRA Rules and technically eligible firms as specified in this BiddingDocument except as provided hereinafter.
- 2.2 Bidders should not be associated or have been associated in thepast, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency (STEVTA) to provide services for the preparation of the design, specifications, and other documents to be used for theprocurement of the services to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh mayparticipate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid, if they are under ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with sub clause 34.1

3. Scope of services

- 3.1 The scope of professional services (herein referred to as "Services") to be performed by the Accountancy Firm underbid as described in the Technical Specification/ToRs.

4. Cost ofBidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content ofBiddingDocuments

- 5.1 The bidding documents include:
 - a) Letter of Invitation

- b) Instructions to Bidders (ITB)
- c) General Conditions of Contract (GCC)
- d) Invitation for Bid (IFB)
- e) Bid Data Sheet
- f) Special Conditions of Contract (SCC)
- g) Schedule of Requirements and Technical Specifications/Terms of Reference (ToRs)
- h) Offer letter
- i) Authority letter
- j) Bid security
- k) Price Schedules
- l) Bid Security Form
- m) Sample Contract Form
- n) General Information regarding Firm
- o) Descriptive approach

- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

- 6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents within three calendar days, which it receives not later than five working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the Bidder as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid

Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - c) Documentary evidence established in accordance with ITB Clause 14 that the services to be performed by the Bidder are eligible services and conform to the bidding documents; and
 - d) Bid security furnished in accordance with ITB Clause 15.

10. Bid Forms

- 10.1 The Bidder shall complete the Bid Forms and the appropriate Price Schedule furnished in the bidding documents.

11. Bid Prices

- 11.1 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

12. Bid Currencies

- 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's Eligibility and Qualification

- 13.1 Pursuant to ITB Clause 9, 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.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
- a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - b) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the service prescribed in the Conditions of Contract and/or Technical Specifications; and
 - c) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Services 'Eligibility & Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services which the Bidder proposes to provide under the contract.
- 14.2 The documentary evidence of services to be performed in conformity of the services to the bidding documents may be in the form of certificate duly signed and stamped to the effect that the firm shall perform all services as prescribed in this bid document.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The 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 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in the form as specified in the forms.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
 - (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) To sign the contract in accordance with ITB Clause 32; **or**
 - (ii) To furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 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 provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed and stamped by the Bidder or a person or persons duly

authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidders awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Procuring agency at the address given in Bid Data Sheet; and
 - (b) bear the contract name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadlines extended.

20. Late Bids

- 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. By a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.

- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring agency

- 22.1 The Procuring agency will open all bids in the presence of bidders' representatives that choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.

23. Clarification of Bids

- 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed & stamped, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the firm 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.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all

the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), performance security will be deemed to be material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

25. Evaluation and Comparison of Bids

- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties/taxes and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid data sheet.
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11, the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- (a) Incidental costs
 - (b) Delivery schedule offered in the bid;
 - (c) Deviations in payment schedule from that specified in the Special Conditions of Contract/bid data sheet;
 - (d) Other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
- (a) The bid price shall be inclusive of all incidental costs.
 - (b) *Delivery schedule.*
 - (i) the Procuring agency requires the services covered under this invitation are required to be delivered within an acceptable range of time specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive.
 - (c) *Deviation in payment schedule.*
 - (i) the SCC/Bid data sheet stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule will be treated as nonresponsive.
 - (d) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.* The relevant evaluation method is detailed in the Bid Data Sheet and/or in the Technical Specifications.

26. Contacting the Procuring agency

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is

awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Post qualification

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make similar determination of that Bidder's capabilities to perform satisfactorily.

28. Award Criteria

- 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

29. Procuring agency's Right to Vary Quantities at Time of Award

- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. Procuring agency's Right to accept any Bid and to reject any oral Bids

- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

31. Notification of Award

- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable or electronic mail or to be received in person by an authorized representative, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.

- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the procuring agency.

33 Performance Securities

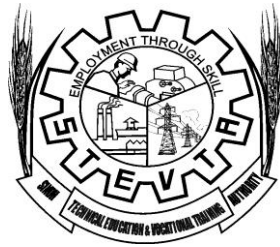
- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

- 34.1 The Government of Sind requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Firms/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:
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means misrepresentation of facts in order to influence procurement process or the execution of contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring agency of the benefits of free and open competition;
 - (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, government-financed contract.
- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part One - Section II.

General Conditions of Contract (GCC)



Operations Department
Sind Technical Education & Vocational
Training Authority

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 Firm, 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 firm under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Services” means those services as prescribed in clause 3.
- (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 Services, as named in SCC.
- (h) “The Procuring agency’s country” is the country named in SCC.
- (I) “The Firm” means the firm performing Services under this Contract.
- (j) “The Site,” where applicable, means the place or places named in SCC.
- (k) “Day” means calendar day.
- (l) “Client” means procuring agency

2. Application, Effectiveness of Contract, Commencement of Services and Expiration of Contract

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 2.2 This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.
- 2.3 The Firm shall begin carrying out the Services immediately after effectiveness of contract.
- 2.4 Unless terminated earlier pursuant to Clause GCC 24, 26, 27 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

3. Country of Origin

- 3.1 All Services provided under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
- 3.2 For purposes of this Clause, “origin” means the place where from which the Services are provided.
- 3.3 The origin of Services is distinct from the nationality of the Firm.

4. Technical Specification

- 4.1 The services provided under this Contract shall conform to the ToRs mentioned in the Technical Specifications.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

- 5.1 The Firm shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Firm shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Firm's performance under the Contract if so required by the Procuring agency.
- 5.4 The Firm shall permit the Procuring agency to inspect the Firm's accounts and records relating to the performance of the Firm and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

- 6.1 The Firm shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, arising from use of the services or any part thereof in the Procuring agency's country.

7. Performance Security

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Firm's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - (b) A pay order or demand draft
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Firm not later than thirty (30) days following the date of completion of the Firm's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Assessments of Services Performed by Firm.

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test those services 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 firm in writing, in a timely manner, of the identity of any representatives retained for these purposes.

9. Obligation of the Firm**9.1 Standard of Performance**

The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate personnel, technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Firms or third Parties.

9.2 Conflict of Interests

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

9.2.1 Firms not to Benefit from Commissions, Discounts, etc.

The payment of the Firm pursuant to Clause GCC 16 shall constitute the Firm's only payment in connection with this Contract or the Services, and the Firm 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 Firm shall use their best efforts to ensure that the Personnel, any Sub-Firms, and agents of either of them similarly shall not receive any such additional payment.

9.2.2 Prohibition of Conflicting Activities

The Firm shall not engage, and shall cause their Personnel as well as their Sub-Firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

9.3 Insurance to be taken out by the Firm

The Firm (a) shall take out and maintain, and shall cause any Sub-Firms to take out and maintain, at their (or the Sub-Firms', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

9.4 Firm's Actions Requiring Client's Prior Approval

The Firm shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Assigning the task to such members of the Personnel not listed by name under the contract, and
- (b) Any other action that may be specified in the SCC.

9.5 Reporting Obligations

- (a) The Firm shall submit to the Client the reports and documents specified under the contract hereto, in the form, in the numbers and within the time periods set forth under the contract.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified under the contract.

9.6 Documents Prepared by the Firm to be the Property of the Client

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Firm under this Contract shall become and remain the property of the Client, and the Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- (b) The Firm 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.

9.7 Obligation of procuring agency

- a) The procuring agency shall use its best efforts to provide the Firm such assistance and exemptions as specified under the contract.
- b) 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 incurred by the Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Firm under this Contract if any shall be increased or decreased accordingly by agreement between the Parties, and

corresponding adjustments shall be made to the amounts referred to in Clauses GCC 17 or as the case may be.

10. Delivery and Documents

- 10.1 Delivery of the services shall be made by the Firm in accordance with the terms specified in the Schedule of Requirements.
- 10.2 Documents to be submitted by the Firm are specified in SCC.

11 Firm's Personnel

11.1 Description of Personnel

The Firm shall assign the work and provide such qualified and experienced Personnel and Sub-Firms as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Firm's Key Personnel are described in SSC/contract.

11.2 Removal and/or Replacement of personnel

- (a) 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 Firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Firm shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the procuring agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Firm shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- (d) The Firm's key personnel assigned the work shall be the personnel of the firm and shall not be treated as the personnel of the STEVTA.

12. Transportation and Location

- 12.1 The bidder is required under the Contract to deliver the required service to a specified place of destination within the Procuring agency's country, shall be arranged by the firm, and related costs shall be included in the Contract Price.
- 12.2 The Services shall be performed at such locations as are specified in SCC/data sheet hereto and, where the location of a particular task is not so specified, at such locations or elsewhere, as the Client may approve.
- 12.3 In case if the firm's personnel are required to travel outside the STEVTA Headquarters to any other office/institution of STEVTA, they shall be entitled for

Traveling Allowance and Daily Allowance as per prevailing rates, applicable to the BPS-17 officers of STEVTA.

13. Incidental Services

- 13.1 The Firm may be required to provide any or the entire incidental services specified in SCC:

14 Good Faith

- 14.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

15. Warranty

- 15.1 The firm warrants that the services performed under the Contract are in conformity with terms and conditions of the contract.
- 15.2 This warranty shall remain valid for the period specified in SCC after the services have been rendered to and accepted at the final destination indicated in the Contract.
- 15.3 The Procuring agency shall promptly notify the Firm in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Firm shall, within the period specified in SCC and with all reasonable speed, perform the required services without costs to the Procuring agency.
- 15.5 If the Firm, 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 Firm's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Firm under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Firm under this Contract shall be specified in SCC.
- 16.2 The Firm's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Firm.
- 16.4 The currency of payment is Pak. Rupees.

17. Contract Prices

- 17.1 Prices charged by the Firm for Services performed under the Contract shall not vary from the prices quoted by the Firm in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be. The price payable in local currency is set-forth in SCC.

18. Change Orders

- 18.1 The Procuring agency may at any time, by a written order given to the Firm pursuant to GCC Clause 31, make changes within the general scope of the Contract.

19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

20. Assignment and Authorized Representative

- 20.1 The Firm shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
- 20.2 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Firm may be taken or executed by the officials specified in the SCC.

21. Subcontracts

- 21.1 The Firm shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in original bid or later, shall not relieve the Firm from any liability/obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Firm's Performance

- 22.1 Delivery of the performance of Services shall be made by the Firm in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Firm or its subcontractor(s) should encounter conditions impeding timely delivery of the performance of Services, the Firm 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 Firm's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Firm's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Firm in the performance of its delivery obligations shall render the Firm liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1 Subject to GCC Clause 25, if the Firm fails 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 unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24 Termination:

24.1 Termination by the Client for Default

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

- (a) If the Firm fails to perform any services prescribed under the contract within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) If the Firm fails to perform any other obligation(s) under the Contract.
- (c) If the Firm, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

- (d) If, as the result of Force Majeure, the client is unable to continue the contract.
- (e) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings.

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

24.3 By the Firm

The Firm may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events.

- (a) If the Client fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute pursuant to Clause GCC 28 hereof within thirty (30) days after receiving written notice from the Firm that such payment is overdue.
- (b) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 28 hereof.

24.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 24.1 or GCC 24.3, the Client shall make the following payments to the Firm:

- (a) Payment pursuant to Clause GCC 16 for Services satisfactorily performed prior to the effective date of termination;
- (b) Payment shall not be made against any unsatisfactory performance of services by the Firm.

25 Force Majeure

25.1 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.

25.2 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.

25.3 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.

26. Termination for Insolvency

- 26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Firm if the Firm becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

27. Termination for Convenience

- 27.1 The Procuring agency, by written notice sent to the Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall

specify that termination is for the Procuring agency's convenience, the extent to which performance of the Firm under the Contract is terminated, and the date upon which such termination becomes effective.

- 27.2 The services that are complete and ready for delivery within thirty (30) days after the Firm's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining services, the Procuring agency may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Firm an agreed amount for partially completed Services.

28. Resolution of Disputes

- 28.1 The Procuring agency and the Firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Firm have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

- 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

- 30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31. Notices

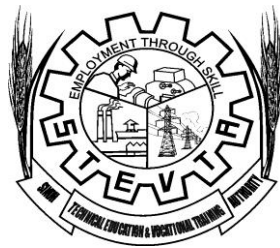
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable/electronic, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

- 32.1 The firm will be subject to all admissible taxes and duties unless exempted by relevant tax authority.

Section-II

BID DATA SHEET



OPERATIONS DEPARTMENT
Sindh Technical Education & Vocational
Training Authority

Bid Data Sheet

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

1. INTRODUCTION		
1	Sources of Funds (ITB 1.1)	Government of Sindh
2	Name of Procuring Agency of GoS (ITB 1.1)	Sindh Technical Education & Vocational Training Authority (STEVTA)
3	Name of Contract (ITB 1.1)	Introduction of Chinese Language in STEVTA Institutions
4	Name of Purchaser.	Managing Director STEVTA
5	Purchaser' address, Telephone & Fax # (ITB 18.2 (a))	ST-19, Near NIPA Chowrangi, Block-6, Gulshan-e-Iqbal, Karachi. Phone: 021-992144458 Fax: 021-99244118, e-mail: nazirchanna@yahoo.com , www.stevta.gos.pk
6	Language of Bid (ITB 8.1)	As specified in SCC

2. BID PRICE AND CURRENCY		
1	Price Quoted shall be (ITB 11)	Delivered Duty Paid (DDP)
2	Bid Price shall be (ITB 11)	Fixed
3	Bid Currency(ITB 12)	Pak Rupees

3. PREPARATION & SUBMISSION OF BIDS		
1	Qualification requirement (ITB 13.3 (d))	(To be filled by Firm)
2	Bid Security. (ITB 15.1)	2.5% of the Bid Price
3	Performance Security (ITB 33)	As specified in SCC
4	Bid Validity Period. (ITB 16.1)	90 days. (Ninety days)
5	Number of Copies.(ITB 17.1)	One (Original).
6	Address for Bid Submission. (ITB 18.2 (a))	ST-19, Near NIPA Chowrangi, Block-6, Gulshan-e-Iqbal, Karachi.Ph: 021-99244458, Fax: 021-99244118.
7	IFB title and number. (ITB 18.2 (b))	Introduction of Chinese Language in STEVTA Institutions (Tender /STEVTA\OPS\ Chinese Language\06\2017)
8	Deadline for Bid Submission (ITB 19.1)	July 3 rd , 2017 at 2:30 pm
9	Time, Date and Place for Bid Opening(ITB 22.1)	July 3 rd , 2017 at 3:00 pm at STEVTA HQ.

4. BID EVALUATION CRITERIA

The bid evaluation shall comprise of following criteria:

- a) Technical Evaluation and
- b) Financial Evaluation.

a) Technical Evaluation

The bids of the firms meeting the following parameters shall be called substantially responsive:

TECHNICAL EVALUATION CRITERIA				
S#	Attributes	Yes/No	Decision Process	Reference document is at page #
1	Firm Registration with Income Tax Department and Sindh Revenue Board (Certificate to be enclosed)		If Yes then process for further evaluation, otherwise drop	
2	Affiliation of the Firm with the Reputable Chinese Language imparting, Assessment and Certification Authority/Organization (Local & International)		If Yes then process for further evaluation, otherwise drop.	
3	The firm/Organization must have at least 05 years experience in the Chinese Language Program Delivery and has equipped 2000 people with Chinese Language Communication skills to the minimum level of HSK-IV.		If Yes then process for further evaluation, otherwise drop.	
4	The Firm/Organization must have sufficient resources in terms of well qualified & trained pool of Tutors of Chinese Language with required Teaching Learning Resource / Teaching Learning Material (TLR/TLM) to deliver the Chinese Language Lesson plans to the required level.		If Yes then process for further evaluation, otherwise drop.	
5	The Firm/Organization must have Geographical outreach to the target locations or Capacity to mobilize its resources at various identified locations/STEVTA Training Centers across Sindh Province.		If Yes then process for further evaluation, otherwise drop	
6	Affidavit of firm that it is not black listed.		If Yes then process for further evaluation, otherwise drop.	

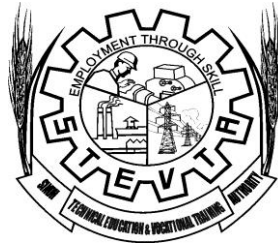
Firms who are substantially responsive on the basis of Technical evaluation shall only be considered for further evaluation of financial proposal. The bid of the firm having **lowest bid price** shall be called lowest evaluated bid.

5. AWARD CRITERIA

Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid.

Section-III

Special Conditions of Contract (SCC)



OPERATIONS DEPARTMENT
Sindh Technical Education & Vocational
Training Authority

Special Condition of the Contract

1. Definitions (GCC Clause 1)

GCC 1.1 (g) The Procuring agency is: **Sindh Technical Education & Vocational Training Authority. (STEVTA)**

GCC 1.1 (h) The Procuring agency's country is: **Pakistan.**

GCC 1.1 (I)—The Firm is: _____

GCC 1.1 (j)—The Services Sites are: **STEVTA Headquarters, ST-19, Block-6, Gulshan-e-Iqbal, Karachi.**

2. Country of Origin (GCC Clause 3)

All countries and territories, "Eligibility for the Provisions of Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1 The amount of performance security, as a percentage of the Contract Price shall be **Ten percent (10%)** of the bid price.
The performance security shall be returned after expiration of warranty period.

4. Inspections and Tests (GCC Clause 8)

GCC 8.1 The procuring agency shall inspect and verify following KPI(s) / Deliverable(s) to verify that services are performed in conformity with the contract for its satisfactory acceptance...

- 1) To ensure provision & Facilitation of all requisite Teaching Learning Resource / Teaching Learning Material (TLR/TLM) to the trainees undertaking Chinese Language at the identified locations
- 2) To ensure development and complete delivery of lesson plans as per time lines verified through Tutors' Diary recorded by the Relevant Tutor.
- 3) To ensure & verify assessment & certification of enrolled students.
- 4) To submit the Draft Project Completion Report for Chinese Language Program.
- 5) Submit Final Project Completion Report

5. Effective Date of Contract and Completion/Delivery period (GCC Clause 2)

- a) Effective date shall be the **date of signing the Contract**.
- b) The date of commencement of services shall be **within Fifteen (15) Days** after the date of signing the Contract.
- c) The period of contract shall be **Twelve (12) months**.

6. Delivery and Documents (GCC Clause 10)

GCC 10 Upon submission of the documents, the Firm shall notify the Procuring agency the full details of the staff engaged, shipment including Contract number, description of the services and quantity. The Firm shall mail the following documents to the Procuring agency:

- (i) Periodical financial statements/reports/Ledgers/Schedules/returns etc.
- (ii) Supported documents in relation to book keeping, maintenance of accounts.
- (iii) Any other report as per requirement of the contract performance.

7. Authorized representative are (GCC Clause 20.2)

- a) For the Client: **Director Operations STEVTA**
- b) For the Firm: _____

8. Incidental Services (GCC Clause 13)

GCC 13.1 The following Incidental services to be provided are:

- (a) Performance or supervision of firm's staff.
- (b) Furnishing of necessary materials required for performing of services with no additional cost to the procuring agency.

9. Insurance (GCC Clause 9.3)

GCC 11.1 The Services provided under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the client after having been delivered, hence insurance coverage is firm's responsibility. Since the Insurance is firm's responsibility they may arrange appropriate overage (if deemed appropriate).

10. Warranty (GCC Clause 15)

GCC 15.2 In partial modification of the provisions, the warranty period shall be 3 (three) months from date of completion or acceptance of the services performed. The Firm shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Firm, these guarantees are not attained in whole or in part, the Firm shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the services performed or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,**or**
- (b) Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages is prescribed in SCC.

GCC 15.4 & 15.5 The period for correction of defects in the warranty period is: **one week**.

11(a) Firm's Key Personnel (Specialists) (GCC Clause 11)

- The firm shall assign the tasks to a qualified accountant having at least three to five year experience.
- The firm shall neither change nor induct its key personnel without prior consent of the procuring agency.
- The credentials of each specialist shall be submitted to procuring agency and the work shall be assigned on the basis of examination of credentials and experience of the specialist/accountant made by the procuring agency.
- The working hours shall be 40 hours per week. The first day of week shall starts from Monday and end on Friday/Saturday as per completion of working hours per week.
- No any over time or out of pocket expenses shall be paid. If procuring agency requires any extra work beyond the working hours per week then it will be paid on hourly basis at the rates per working hour.
- The key personnel shall ensure the attendance and the payment shall be paid on the basis of key personnel's attendance.
- The payment of absent days shall be deducted from the payment.
- The Firm shall assign the task with the prior consent of the procuring agency after having examined their CVs prescribed in accordance to the Form appended below.
- The Firm shall assign the task to their personnel under the Form for Firm's Key Personnel/Team Composition prescribed to the Part Two Section V- Forms.

11. Payment (GCC Clause 16)

GCC 16— The payment of contract shall be subject to the following Deliverables

SN	Deliverable	Payment Extent	Schedule of Payment
01	Submission of Inception Report	05 %	Within 01 Month after

			commencement of Program
02	Confirmation of Resources Delivery (HR Deployment & Teaching Learning Resource / Teaching Learning Material (TLR/TLM)	15 %	03 Months
03	Achievement & Completion of HSK Level-I	15 %	6 Months
04	Achievement & Completion of HSK Level-II	15 %	8 Months
05	Achievement & Completion of HSK Level-III	15 %	10 Months
06	Completion of Assessment & Certification up to HSK Level IV	15 %	12 Months
07	Project Completion Report	20%	100 % Completion of the Project

Bill/Invoice for rendered services will be submitted to the Operations Department (STEVTA) along with a certificate indicating that the services have been rendered during respective period/months as per contract.

The total payment due to the Firm shall not exceed the Contract Price which is in all inclusive fixed lump-sum covering all taxes and costs required to carry out the Services described in Contract.

12. Prices/Fees (GCC Clause 17)

Contract Prices/Fee shall be fixed and shall be in accordance to the price schedule Form.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:**0.1% of contract price per day**

Maximum deduction:**10% of the contract price**

14. Resolution of Disputes (GCC Clause 28)

GCC 28 The dispute resolution mechanism to be applied pursuant to GCC Clause 28 shall be as follows:

In the case of a dispute between the Procuring agency and the Firm, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

15. Governing Language (GCC Clause 29)

GCC 29 The Governing Language shall be as **“English”**.

16. Applicable Law (GCC Clause 30)

GCC 30.1 The Contract shall be interpreted in accordance with the **applicable laws of Islamic Republic of Pakistan**.

17. Notices (GCC Clause 31)

GCC 31.1—The procuring agency’s address for notice purposes:

**ST-19, Near NIPA Chorangi, Block-6, Gulshan-e-Iqbal,
Karachi. Phone: 021-99244112-7 Fax: 021-99244118**

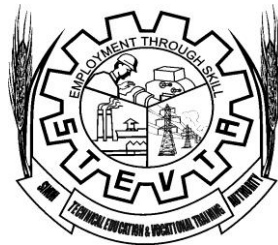
Firm’s address for notice purposes:

18. SPPRA Rules

In addition to all conditions laid down in this document, it shall also be governed by Sindh Public Procurement Rules 2010 (amended 2013).

Section-IV

Term of References (ToRs) Introduction of Chinese Languages at STEVTA Institutions Technical Specification/ Schedule of Requirement



OPERATIONS DEPARTMENT
Sindh Technical Education & Vocational
Training Authority

1. Terms of Reference (TORs)

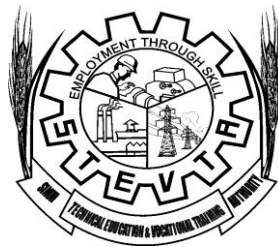
- i. To provide Qualified Chinese Language Tutors for teaching Chinese Language to students up to the HSK (Level III) as non-native Chinese speakers' ability at the identified locations for 01 year program.
 - ii. To provide required instructional material at the selected locations for each batch of 20 students in each institution.
 - iii. To arrange examination & certification of students from recognized certification body(ies) including local & international.
 - iv. To arrange 03 one week interactive group Discussion of enrolled students of different location at centralized convenient place in 05 regional HQ(Karachi, Hyderabad, Mirpurkhas, Sukkur & Larkana),
2. **Scope of Work:** To conduct Chinese Language Classes on daily basis for minimum 45 -60 Minutes / Day for six Days at the identified locations through qualified & trained Tutors engaged by the Firm to achieve the target of Trainees up to the required level of HSK-IV

2. Required Faculty Profiles

- a) **Qualification of Tutor:** Possessing minimum HSK Recognized Level V Certificate
- b) **Experience:** Minimum; 2-3 Years Teaching.

Section-V

FORMS



OPERATIONS DEPARTMENT
Sindh Technical Education & Vocational
Training Authority

Offer LETTER

IFB No:

Date:

*The Director (Operations)**Sindh Technical Education & Vocational Training Authority H.Q**ST-19, Block-6, Gulshan-e-Iqbal**Karachi.***Ref Introduction of Chinese Language in STEVTA Institutions**

Having examined the bidding document including Addenda's, ToRsetc.,thereceipt of which is hereby duly acknowledged, we, the undersigned, offer to participate in the subject bidding in conformity with the said bidding documents for the sum as mentioned in the schedule of price/Financial Proposal.

We undertake, if our Bid is accepted, to perform our services in accordance with theDelivery Schedule.

If our Bid is accepted, we will submit pay order or demand draft in a sum equivalent to5% percent of the Contract Price for the due performance of the Contract.

We agree to abide by this Bid for a period of 90days from the date fixed for Bid opening under Clause 22 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 writtenAcceptance thereof and your notification of award, shall constitute a binding ContractBetween us.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

AUTHORITY LETTER

The Director (Operations)
STEVT A, Karachi.

Ref: Introduction of Chinese Language in STEVT A Institutions

We certify that NAME: _____

_____ is/are our authorized Representative. We
have authorized them to submit offer on your behalf

Authorized Signature with seal

Address: _____

Telephone: _____

Fax: _____

Bid Security Form

WHEREAS M/s _____
hereinafter called the “**Bidder**” has submitted its bid, dated _____ for
the the Services of a Firm of Chartered Accountant for Operational Activities of Finance
Department (STEVTA)accounts under Tender No. _____ hereinafter
called the “**Bid**”.

KNOW ALL MEN by these presents that I/We _____
of _____ having
our registered office (s) at _____ do
hereby submit Bid Security of Rs. _____ (Rupees
_____) for the aforesaid Bid
in the shape of Pay Order/Demand Draft No. _____
dated _____ Issued by _____ Bank in favor
off the **Sindh Technical Education & Vocational Training Authority (STEVTA) H.Q
Karachi**, hereinafter called “**Purchaser**”.

Authorized Signature with seal _____

Dated _____

SAMPLE CONTRACT FOR SERVICES

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Firm's name]* ("the Firm") having its principal office located at *[insert Firm's address]*.

WHEREAS, the Client wishes to have the Firm perform the services hereinafter referred to, and

WHEREAS, the Firm is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**

(i) The Firm shall perform the services specified in "Terms of Reference", and other conditions mentioned in bidding document" which is made an integral part of this Contract ("the Services").

(ii) The Firm shall provide the personnel listed in SSC and bidding document "Firm's Personnel," to perform the Services.

(iii) The Firm shall submit to the Client the reports in the form and within the time periods specified in the delivery schedule.
- 2. Term**

The Firm shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
- 3. Performance Standards**

The Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 4. Confidentiality**

The Firms shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 5. Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by the Firm for the Client under the Contract shall belong to and remain the property of the Client. The Firm may retain a copy of such documents and software.

- 6. Firm Not to be Engaged in Certain Activities** The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, 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.
- 7. Insurance** The Firm will be responsible for taking out any appropriate insurance coverage.
- 8. Assignment** The Firm shall not assign this Contract or sub-contract any portion of it to a 3rd party under any circumstances.
- 9. Law Governing Contract & Language** The Contract shall be governed by the laws of Government of Sindh, and the & language of the Contract shall be English.
- 10. Dispute Resolution⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Arbitration applicable at time of arising of such a dispute.

FOR THE CLIENT

FOR THE FIRM

Signed by _____

Signed by _____

Title: _____

Title: _____

DECLARATION

I/We hereby certify that

- a) The information provided above is to the best of my/our knowledge and belief, true and correct in all particulars.
- b) There is no litigation pending against the firm or its Directors.
- c) I/We shall furnish all information as required by STEVTA in connection with this assignment.
- d) All information provided by STEVTA in the course of the assignment shall be kept strictly confidential.
- e) We understand and accept that STEVTA has a right to reject our application without assigning any reason therefore.
- f) We here by undertake and firmly bound ourselves to abide by/comply all sections of this bidding document.

(Signature with Seal)
Name of the Authorized Signatory
Designation
Name of the Firm
Date:

**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output

b) Work Plan. In this chapter you should propose the main activities of the assignment, their contents and duration, phasing and interrelations, milestones

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

**CURRICULUM VITAE (CV) FOR PROPOSED SPECIALISTS/FIRM’S KEY
PERSONNEL/PROFESSIONAL STAFF**

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees (under 5 – Education) were obtained]:* _____

8. **Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. 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 [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described

herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: _____

Day/Month/Year

Full name of authorized representative: _____

[illegible]

WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														

1 Indicate all main activities of the assignment.

2 Duration of activities shall be indicated in the form of a bar chart
