

# GOVERNMENT OF SINDH

Say Good Bye to Corruption

## Tender Documents / RFP SSWMB/NIT-3/2016-17

[Single Stage – One Envelope Procedure  
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2013)]

### **Work 3.2**

### **Operation / Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town) Karachi**

Estimated Cost:	Offer Rate	Tender Cost:	Rs. 2,000/-
Time Limit:	12 Months		
To be Opened on:	19.09.2016	Validity of Tender:	90 Days

**EXECUTIVE DIRECTOR (OPERATIONS-I)**  
**Sindh Solid Waste Management Board**

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**Note:**

- i. This document is also available on SPPRA and SSWMB website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender Cost fee.*
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

**Client:**

**Bungalow No. 13 Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi**  
**Tel No. 021-9933 3706 - 07 Fax 021-9933 3700**  
**URL: [www.sswmb.gos.pk](http://www.sswmb.gos.pk) Email: [info@sswmb.gos.pk](mailto:info@sswmb.gos.pk)**

**Tender Documents / RFP**  
***(Reference No. SSWMB-NIT-3/2016-17)***

**Work 3.2**

**Operation / Maintenance of SSWMB Landfill Site at Deh Jam  
Chakro (Near Surjani Town) Karachi**

[Single Stage – One Envelope Procedure  
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2013)]

**SCHEDULE**

<b>Issuance</b>	<b>30<sup>th</sup> August, 2016 to 19<sup>th</sup> September, 2016</b>
<b>Bid Submission</b>	<b>19<sup>th</sup> September, 2016 by 03:00 PM</b>
<b>Bid Opening</b>	<b>19<sup>th</sup> September, 2016 at 03:30 PM</b>
Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	

\_\_\_\_\_  
SEAL AND SIGNATURE OF  
THE CONTRACTOR

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## **INVITATION FOR BIDS**

**NIT No:**

**SSWMB/NIT-3/2016-17**

**Method and procedure of Procurement:**

**SINGLE STAGE – ONE ENVELOP PROCEDURE**

[As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2013)]

**Description of Work:**

**Name of Bidder:**

\_\_\_\_\_

**MINIMUM BIDDER'S ELIGIBILITY CRITERIA**

<b>S.NO.</b>	<b>Eligibility / Qualification Criteria</b>	<b>YES</b>	<b>NO</b>	<b>Remarks</b>
1	NTN			
2	Sindh Revenue Board Registration (SRB) Registration			
3	Proof of payment of tender document fee			
4	Required Bid Security is attached			
5	Bid is signed, named and stamped by the authorized person of the firm along with Authorized letter.			

***NOTE:***

No bid shall be evaluated unless the bidder fulfills minimum eligibility criteria.

\_\_\_\_\_  
**Signature of Contractor**

**Notice Inviting Tender**  
**(SSWMB-NIT-3/2016-17)**

Government of Sindh under an Act of Sindh Assembly has established Sindh Solid Waste Management Board (SSWMB) to manage Municipal Solid Waste, Medical Hazardous Waste and Industrial Hazardous Waste in an integrated and holistic manner in Karachi and all other cities and towns of the Province.

- 'Establishment of Six Garbage Transfer Station (GTS)' and 'Rehabilitation and Scientific Development of Two existing Landfill Sites' are important components of **Integrated Municipal Solid Waste Management Plan of Karachi**.
- Sindh Solid Waste Management Board (SSWMB) invites sealed bids from interested Contractors / Firms, for carrying out the following works & services:

Tender Reference Number	Name of Work & location of GTS	Procurement Procedure	Schedule
NIT-3.1 / 2016-17	Construction of Boundary Wall around Garbage Transfer Stations (Civil works) – Six different sites in Karachi	Single Stage - One Envelope Procedure	i. Issuance of Bids: 30 August to 19 September 2016  ii. Bid submission: 19 September 2016 up to 03:00 PM  iii. Bid opening: 19 September 2016 at 03:30 PM
NIT-3.2 / 2016-17	Operation and Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town)	Single Stage - One Envelope Procedure	
NIT-3.3 / 2016-17	Operation and Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub River Road)	Single Stage - One Envelope Procedure	
NIT-3.4 / 2016-17	Repair, Re-installation and One year Maintenance of Weigh Bridge at Landfill Site, Deh Gond Pass (Hub River Road)	Single Stage - One Envelope Procedure	
NIT-3.5 / 2016-17	Supply and Installation of Diesel Generator at Head Office of SSWMB, Karachi	Single Stage - Two Envelope Procedure	

- The Contractor / Firms must have valid registration with Pakistan Engineering Council in the relevant category / discipline or above, and having required codes for specific category of the work (shown against each in RFP documents).
- Registration with FBR (NTN / Sales Tax) and SBR (where applicable) is required.
- Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through PAY ORDER OR BANK DRAFT of Pak Rs.2000 (for each assignment in favor of Sindh Solid Waste Management Board as per schedule given above from the office of Assistant Director (Finance), SSWMB during office hours. Alternatively the documents may also be downloaded from the website [www.pprasinidh.gov.pk](http://www.pprasinidh.gov.pk) or [www.sswmb.gos.pk](http://www.sswmb.gos.pk). The companies downloading the documents from the websites must submit Tender Document Fee as mentioned above at the time of submission of the bid.
- The Bids must be in sealed envelope. SEPARATE BIDS ARE TO BE SUBMITTED FOR EACH WORK / SERVICE CONTRACT.
- The envelope must clearly state i. Name of assignment (work / service) ii. Tender Reference Number.
- Sindh Solid Waste Management Board will not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules, 2010 (Amended 2013).
- In case Government announces Holiday on the date of opening of bids or force majeure, the bids shall be opened on next working day.
- Interested firms should submit their inquiries / bids / documents to the following address:

**Executive Director (Operations-I) Karachi**  
**Sindh Solid Waste Management Board**

Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi.

Ph# 021 99333705-07 Fax# 021 99333700 Email Address: [info@sswmb.gos.pk](mailto:info@sswmb.gos.pk) website: [www.sswmb.gos.pk](http://www.sswmb.gos.pk)

## INTRODUCTION

- Karachi is spread over a vast area of about 3,527 sq. km.
- The population of Karachi produces around 12,000 tons of Municipal Solid Waste / day out of which about 40% reaches at to landfill Sites by the present set-up of DMCs / DCK and Sindh Solid Waste Management Board.
- At present, there are a large number of scavengers (50,000 Approx) operating in Karachi, which collect about 60-100 kg/each of recyclable materials like paper, glass, ferrous waste, plastic bottles etc.
- In most parts of Karachi there is Communal Collection of Waste. Large containers ranging from 5 cubic yards to 30 cubic yards are placed at any available spot. Mostly these containers are full and overloading. The picking is mainly done at these spots.
- Karachi's households may be divided as follows:
  - High Income Group: With low population density. House size from 500 sq. yards plots to 2000 sq yards plots.
  - Middle Income Group: With medium population density. House size from 200 sq. yards plots to 500 sq. yards plots and high rise buildings.
  - Low Income Group: House size from 80 yards plots to 100 yards plots.
  - Peri-urban or informal housing areas.
  - Old City Areas with narrow streets and heavy traffic congestion
  - Commercial Areas with high-rise buildings, shops and offices.
- At present, door-to-door collection of domestic solid waste is in practice in few small societies/areas where certain groups are operating with small carts and collecting Rs. 50-300 per household per month depending on the area served. This service is mostly provided by informal sector, however many NGOs are also trying to perform this service. At present there is no organized commercial company providing such services except in some parts of Clifton Cantonment Board and Defense Housing Society. The DHA has given a contract to a private company.
- Waste Recycling is a major un-organized industry in Karachi. Materials like paper, card boards, packing materials, glass bottles, plastics. Ferrous items, bones are collected either from the producers or from the communal garbage dumps. The yard waste and kitchen waste is usually thrown on the street sides to rot and produce bad smell, attract vermin and cause unhealthy and ugly aesthetics.

### **Existing Facilities**

- Landfill site Jam Chakro = 500 Acres
- Landfill site Jam Chakro = 500 Acres

### • **SCOPE OF WORK**

- Presently, the department is carrying out the "SEMI AEROBIC, Fukuka Method of Japan" Land Filling;
- Selecting 40 Acres out of 500 of landfill site for 01 year;
- The department carrying out Gas ventilating pipe on the One going Land Fill Site.



## INSTRUCTIONS TO CONTRACTOR

The Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Karachi, in accordance with Sindh Public Procurement Rules, 2010 (amended 2013), invites interested & experienced contractors / Services providers and registered firms to submit sealed bids for the “Operation and Maintenance of Sindh Solid Waste Management Board landfill Site (LFS) at Deh Jam Chakro, Karachi” on ‘Single Stage – One Envelope Procedure’:

### **“Operation and Maintenance of Sindh Solid Waste Management Board landfill Site (LFS) at Deh Jam Chakro, Karachi”**

- Tender Fee (Non-Refundable): **Rs. 2000/-**
- Last date of purchase of Bid Document: **from 30<sup>th</sup> August, 2016 to 19<sup>th</sup> September, 2016**
- Last date & time of Bid submission: **19<sup>th</sup> September, 2016 by 03:00 PM**
- Bid opening time: **19<sup>th</sup> September, 2016 at 03:30 PM**
- The purpose of this document is to invite reputed and experiences firms and to submit their bids for providing of services / supplies for operation and maintenance of LFS according to the BoQ for a period of one (1) year.
- The bidder be registered with Sales Tax (SRB) and Income Tax Department (FBR).
- Scope of above-mentioned Work can be increased or decreased subject to provisions of SPPRA Rules 2010 (amended 2013).
  - Interested experienced suppliers & firms may obtain the Bid documents for the above-mentioned Work from the office of the Assistant Director (Finance), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi by submitting application on their letter head along with requisite Tender fee (Non-refundable) with valid copies of Income Tax, Sindh Revenue Board (SRB) Certificate, Latest Professional Tax Certificate (where applicable) and copy of CNIC.
- Sealed Bid on prescribed proforma along with 1% bid security of the total bid in the form of Pay Order / Demand Draft in favour of Sindh Solid Waste Management Board should reach in office of the Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi as per schedule given in the NIT and Bid documents.
- The bid shall contain original bid document purchased by the bidder and each page bearing initial of the Assistant Director (Finance) and round seal of the SSWMB.
- In case, the bidders use a downloaded copy of the bid document, it must be accompanied with Pay Order / Demand Draft of Rs. 2000/- as Tender Fee (Non-refundable), in favour of Sindh Solid Waste Management Board.
- Rate quoted must include Income Tax and other applicable taxes according to Government rules.



- The Bid will be opened by the Tender Opening / Procurement Committee in the office of the Executive Director (Operations-I) / Committee Room of Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi in presence of representatives of the bidders who choose to be present on the occasion.
- Only bids offered on the prescribed tender form issued by the Sindh Solid Waste Management Board, Government of Sindh, Karachi or downloaded from SSWMB or SPPRA website shall be accepted. However additional sheets may be attached, if required.
- Conditional Bid / application will not be entertained.
- Work must be completed according to the time mentioned in the relevant clause of bid document.
- Any further information needed, may be obtained from the office of the Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi on any working day during office hours. The bidders are encouraged to visit the site where services / supplies are required.
- The competent authority reserves the right to reject any or all Bids in accordance with the SPPRA Rules 2010 (Amended 2013).
- In case Government announces a public holiday or unforeseen circumstances arise on the date of submission and opening of bid documents then the same will be opened on the next working day.

## DATA SHEET

Sr. #	Data	
1	Name of Work.	<b>Operation / Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Surjani Town) Karachi.</b>
2	The Name of Procuring Agency's Official.	<b>Executive Director (Operations-I) Karachi, SSWMB.</b>
	Address.	<b>Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi.</b>
	Telephone.	<b>+92 21 99 33 37 06-07.</b>
	Facsimile #	<b>+92 21 99 33 37 00.</b>
	Website.	<a href="http://www.sswmb.gos.pk">www.sswmb.gos.pk</a>
	E-mail.	<a href="mailto:info@sswmb.gos.pk">info@sswmb.gos.pk</a>
3	Procedure of open competitive bidding	<b>Single Stage – One Envelope Procedure.</b>
4	Bid shall be submitted by hand or reliable courier service, Proposal submitted through telegraph, telex, fax or e-mail will not be considered. In case the Bid is sent through courier or post, SSWMB shall not be responsible for any delay.	
7	The bid submission address is at the office of SSWMB Bungalow No. 13, Al-Hamra Housing society, Shaheed e Millat Road, Karachi. Proposal must be submitted no later than the following date & time. <b>19<sup>th</sup> September, 2016 at 03:00 PM</b>	
8	Bids must remain valid for 90 (Ninety) days after the RFP/bid submission deadline.	
10	Clarification may be requested not later than 7 (Seven) days before the submission date.	
	The address for requesting clarification is Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, <b>Bungalow No. 13, Al-Hamra Housing society, Shaheed e Millat Road, Karachi.</b> e-mail <a href="mailto:info@sswmb.gos.pk">info@sswmb.gos.pk</a> , Facsimile <b>+92 21 9933 3700</b>	
12	Alternative bids are not acceptable and shall not be entertained; each bidder should submit only one bid fulfilling all conditions, instructions and requirement contained in tender documents/RFP.	
15	The Contractor / Bidder should quote the cost for each item of works inclusive of all National, Provincial, Local taxes, duties, expenses, contingencies and incidental charges.	
17	Successful Contractor / Bidder is required to submit performance security at 1% (one percent) of the contract amount in form of pay order or bank guarantee in favour of Sindh Solid Waste Management Board, in Pak Rupees.	
18	If required under rules, the contractor / bidder shall undertake to sign Integrity Pact as per Format provided by SSWMB under this contract.	

## **PREPARATION OF BID**

### **1. Language of Bid**

The Bid along with any accompanying literature shall be prepared in English language only.

### **2. Submission of Bid**

- a. The bid shall comprise a Single Stage – One Envelope Procedure.
- b. The bid found to be the lowest evaluated bid shall be accepted.
- c. The Form of Bid (Annexure “A”), Minimum Eligibility Criteria (Annexure “B”), Evaluation Criteria (Annexure “C”), Bill of Quantities (Annexure “D”) and Schedule of Price (Annexure “E”) and Integrity Pact (Annexure “F”) enclosed herewith, shall be submitted in duplicate. The authorized person signing the Bid documents must state his full name and authorized position / designation underneath his signature.
- d. The erasing and / or alternations, if any, in the Bid shall be authenticated by the authorized person by his / her full signature and with stamp.
- e. Where applicable, the Bid shall be accompanied with the original quotations from the manufactures, in case the Bid is submitted through their authorized agents or distributors, and shall be supported by credentials establishing the experience and standing of the manufactures and / or their authorized agents or distributors (N/A).
- f. Ambiguous and incorrect answers and / incorrect filling of Bid Documents will render the Bid liable to rejection.
- g. Quotations / Bids through cable, telegraph, telex, fax, or e-mail shall not be considered.
- h. The Bids shall not rely on any interpretation or correction given by any person except the written addenda and / or corrigenda to documents issued by the competent authority.

### **3. Bid Security Form and Bid Performance Security Form**

- a. The Bidder shall enclose BID SECURITY with his / her Bid a Pay Order or Demand Draft to this Bid Documents, issued by a scheduled / commercial bank doing business in Pakistan, for an amount 1% of the total Bid of the Items as per the Bid submitted by him / her.
- b. The Bid Security shall be in favour of Sindh Solid Waste Management Board, Karachi. The security so furnished shall remain valid for a period of 28 days beyond the period of validity of the Bid or till it is revalidated / extended for a period mutually agreed upon by the Bidder and the Procurement Agency.

- c. If the Bid is rejected, the Bid Security will be returned as soon as possible after rejection.
- d. The Successful Bidder shall have to give a Contract Performance Security in the shape of Pay Order or Demand Draft or Bank Guarantee, to the extent of **2%** of the total value of the contract (inclusive of Bid Security).
- e. The Performance Security shall be retained by the Sindh Solid Waste Management Board, Karachi for at least 90 days beyond the date of completion of the contract.
- f. In case the Bidder after acceptance of Bid fails / refuses, the Earnest Money / Bid Security will be forfeited.

#### **4. Prices**

The Price quoted must be total inclusive of all taxes in Pakistani Rupees.

#### **5. Validity of Prices / Bid**

- a. The prices quoted shall be valid for a period of at least 90 days from the date of opening of the Bid.
- b. Until the final Contract is executed, the successful Bidder shall be bound by the terms and conditions of this Bid document.

#### **6. Acceptance of the Terms**

The Submission of the Bid against this Bid inquiry by the Bidder means that the Bidder has read and accepted the terms and conditions relating to all Bids document and annexures, and that he / she has thoroughly examined the specifications and particulars in the Bid document.

#### **7. Delivery Period**

The services / supplies must be provided to SSWMB, within 15 days after receiving the letter of award of the Contract.

#### **8. Rights of the Procurement Committee**

- a. The Procurement Committee of Sindh Solid Waste Management Board reserves the right to reject any or all Bids subject to provision of SPP Rules 2010 (Amended-2013).
- b. The Procurement Committee reserves the right to award the Contract to one Bidder or divide it among several Bidders on item wise basis (N/A).

- c. The Procurement Committee of the Sindh Solid Waste Management Board reserves the right to increase or decrease the quantity of the services / supplies at its discretion without assigning any reason whatsoever, within the limit allowed under SPP Rules 2010 (Amended-2013).
- d. The Procurement Committee reserves the right to cancel the offer of the Bidder whose Bid has been found / evaluated to be the lowest if it is revealed to the Procurement Committee that the Bidder does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Bid Document.

#### **9. Evaluation & Comparison of Bid.**

- a. In comparing Bids, the Procurement Committee will consider, besides the prices quoted, such other factors as compliance with Specifications, relative quality, past experience of the Bidder.
- b. The evaluation criteria specification mentioned in the Specification will also be considered for evaluation of the Bids.
- c. For the purpose of evaluation of Bids, the prices to be compared shall be the total prices as stated in **Clause 7** titled "Prices" below.

#### **10. Contracting the Purchaser**

Any effort by a Bidder to influence the authorities of Sindh Solid Waste Management Board, Karachi / Procurement Committee in the decisions in respect of Bid evaluation, or Contract award will result in the rejection of the bidders bid.

#### **11. Errors in the Bids**

- a. Any arithmetic errors found during evaluation of Bids shall be rectified on the following basis.
  - i. If there is a discrepancy between the words and figures, the amount in words shall prevail.
  - ii. If there is any discrepancy between the total Bid price entered in the Articles of Agreement and the total shown in the schedule of Price, the amount stated in the Articles of Agreement shall be corrected by the Procurement Committee in accordance with the corrected Schedule of Prices.
- b. If the Bidder does not accept the corrected amount of Bid, his/ her Bid will be rejected and the Bid Security submitted with the Bid shall be forfeited.

# CONDITIONS OF CONTRACT

## 1. Definition of Terms

In writing these conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is something in the subject matter or contract inconsistent with such condition.

- i) SINDH SOLID WASTE MANAGEMENT BOARD means Sindh Solid Waste Management Board.
- ii) The Procurement Committee shall mean the Procurement Committee of Sindh Solid Waste Management Board constituted for this (and similar) procurement.
- iii) The EXECUTIVE DIRECTOR (OPERATIONS-I), SINDH SOLID WASTE MANAGEMENT BOARD shall mean the Executive Director (Operations-I) of SINDH SOLID WASTE MANAGEMENT BOARD.
- iv) Purchaser / Procuring Agency means Authorized Officer of the SSWMB including his successor in office and assignees, empowered to act in all matters pertaining to this (and similar) Procurement of Sindh Solid Waste Management Board.
- v) The Contractor / Services provider and registered firms shall mean the Bidder whose Bid has been accepted by the Procurement Committee / Authority and shall include the Bidder's executors, administrators, and successors and permitted assignees.
- vi) The Contract Price shall mean the sum mentioned in or calculated in accordance with the provision of the contract, which is to be paid to the contractor for satisfactory execution of the Contract in accordance with these conditions of contract.
- vii) The Specification shall mean the specifications annexed to or issued herewith.
- viii) Month shall mean the Calendar month.
- ix) Writing shall include any manuscript, type written, printed or other statement reproduced in any visible form and whether under seal or under hand.

## 2. Contract Documents

The terms Contract Document shall mean the following documents, which shall be deemed to form an integral part of the Contract:

- a. Article of Agreement:
- b. Instruction to Bidders:
- c. Conditions of Contract:
- d. Contractor's Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexure duly filled in:
- e. The Specifications of the Items; and
- f. Bill of Quantity with prices.

In the event of any conflict between the above-mentioned documents, the present Articles of Agreement and Conditions of Contract shall prevail.

### **3. Signing of the Contract Agreement**

Within 15 days of the issue of the letter of Acceptance, the successful Bidder (Bidders) will be required to sign an agreement with the Sindh Solid Waste Management Board for the “Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Jam Chakro Karachi”, in whole or in part, of the Bided / Contractor/ Services provider and registered firms as will be communicated to him / her (them) in the letter of Acceptance.

### **4. Contract Period**

The contract for 12 month (One Year) and may be extended for 01 to 03 years subject to satisfactory performance of contractor.

### **5. Work schedule / Programme**

Maximum O/M of LFS Activities will be perform 24/ 7 or instructed by the SSWMB.

### **6. Arrangement of Water**

The Contractor should make his own arrangement of water if required for execution of work and as well as for drinking purposes.

### **7. Refund of Security Deposit**

The security deposit shall be refundable after three months of the completion of the work contract to the satisfaction of authority and after issuance of completion certificate by the authorized Incharge officer of the contract.

### **8. Shift Pattern of Contractor’s Staff, Workers and Time allowed to carry out the Work**

Shift pattern of Contractor Staff, Workers and time allowed to carry out the work and detail program of work shall be submitted by the Contractor for approval of Employees. Timing of work and shift pattern is the essence of the contract. The maximum activities regarding SWM should be performed 24/ 7 or instructed by the SSWMB.

### **9. Inspection**

There shall be joint inspection / visit of performance (if required) by the Inspection Committee / Authority of SINDH SOLID WASTE MANAGEMENT BOARD Head Office at Karachi. The inspection committee / Authority shall sign the inspection report. The Contractor or his authorized representative will arrange the inspection (if required) within 7 days on completion of one year contract as per work-order issued by the SSWMB.



## **10. Completion / Performance Certificate**

After completion one year contract, a certificate is be obtained by the contractor from SSWMB.

## **11. Terms of Payment**

The contractor shall be submitted its bills on monthly basis which shall be checked scrutinized for the fulfillment of contractor obligation under the contract and shall be paid after verification and approval of the SSWMB.

## **12. Warranty / Guaranty**

The Contractor shall guarantee to follow Pakistan Environment Protection Agency (PEPA) / Sindh Environment Protection Agency (SEPA) Rules wherever applicable in accordance with the Specifications.

## **13. Breach of Contract**

In case of breach of Warranty / Guarantee or Contract, the damages suffered by the SINDH SOLID WASTE MANAGEMENT BOARD shall be recovered from the Contractor out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract Performance Security given at Annexure "D" enclosed with this Document, without notice the Contractor.

## **14. Contractor's Default Liability**

- a) The SINDH SOLID WASTE MANAGEMENT BOARD may upon written notice of default to the Contractor terminate the contract and to forfeit the amount of contract performance Security in the circumstances detailed hereunder:
  - i. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to make delivery of the Contractor/ Services provider and registered firms within the time specified in the Contract Agreement or within the period for which extension has been granted by the board: and
  - ii. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to comply with any of the other provisions of the Contract.
- b) In the event the SINDH SOLID WASTE MANAGEMENT BOARD terminates the Contract in whole or in part as provided in Clause 13 (a) above of CC, the SINDH SOLID WASTE MANAGEMENT BOARD reserves the right to purchase get the work carried out, as the case may be on such terms and conditions as it may deem appropriate, assigned job similar to the one terminated and the Contractor will be liable to the SINDH SOLID WASTE MANAGEMENT BOARD for any Additional Costs for such similar Items, stores / works.

- c) The SINDH SOLID WASTE MANAGEMENT BOARD will pay to the Contractor the contract Price for the completed assigned services / supplies / job / work / delivered carried out to and accepted by it.

#### **15. Termination of Contract**

If, for any cause as set forth in Clause 15 hereafter, the Contractor finds it impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the SINDH SOLID WASTE MANAGEMENT BOARD finds it impossible to continue with the contract, then prompt notification in writing shall be given by the party affected to the other.

#### **16. Force Majeure**

The Contractor shall not be liable for any additional cost for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the Government, fires, floods, strikes, freight embargoes and provided that the Contractor shall within ten (10) days from the beginning of such delay notify the SINDH SOLID WASTE MANAGEMENT BOARD in writing of the causes of the delay. The SINDH SOLID WASTE MANAGEMENT BOARD shall ascertain the facts and the extent of the delay and extend the time for completing the supplies as in its judgment the findings justify.

#### **17. Rejection**

In the event any portion of the services provide / supplied by the Contractor is found before taking over to be defective in material or Workmanship, or otherwise not in conformity with the requirements of the Contract, the Procurement Committee shall have the right to either reject or require, in writing, rectification of the Items. In the later case, the Contractor shall with utmost diligence, and at his own expense, made remove the defects so specified or replace the defective Items. If the Contractor fails to rectify or replace the rejected Items, the SINDH SOLID WASTE MANAGEMENT BOARD may terminate the Contract according to the terms & conditions of Contract.

#### **18. Extension of Time**

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the SINDH SOLID WASTE MANAGEMENT BOARD in writing of his claim for an extension of time. The SINDH SOLID WASTE MANAGEMENT BOARD on receipt of such request may agree to extend the completion date as may be reasonable in the circumstances of the case but without prejudice to other terms and conditions of the Contract.

## **19. Delays in Delivery- Liquidated Damages**

- a) Should the progress of the contract at any time be lagging behind the program agreed between the Sindh Solid Waste Management Board and the Contractor, the SINDH SOLID WASTE MANAGEMENT BOARD will notify the Contractor in writing and the Contractor shall there upon take such steps as he / she may deem fit to expedite the progress of the Contract. Non-issuance of this notice by the SINDH SOLID WASTE MANAGEMENT BOARD shall not in any way absolve the Contractor of the liquidated damages.
- b) If the Contractor fails to complete the Contract, in full, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as Liquidated damages, a sum of one half of one percent (0.5%) of the Contract price of each Services / Supplies for each calendar week a delay subject to the maximum of 10 percent of the Contract Price of the unit or units so delayed, and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The Procurement Agency has right to terminate the contract impose liquidity damages and other remedial measures as provided in the contract agreement.

## **20. Non-assignment**

The Contractor shall not have the right to assign or transfer without the prior approval of the SINDH SOLID WASTE MANAGEMENT BOARD the benefit and obligations of the Contract or any part thereof to any third party.

## **21. Expenditure under Contract**

The Contractor shall not make any expenditure for the purpose of this contract in any country not authorized by the Government of Pakistan.

## **22. Income Tax, Sindh Revenue Board (SRB) and other Taxes**

The Contractor is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan / Sindh, from all payments for services rendered by any Contractor who signs a contract with the SINDH SOLID WASTE MANAGEMENT BOARD. The Contractor will be responsible for all taxes on transaction and / or income, which may be levied by Government. If Contractor or any supplies are exempted from any specific taxes, then it will provide the relevant documents with the proposal.

## **23. Stamp Duty**

Stamp duty for contract documents shall be borne by Contractor / bidder at the time of signing of contract at the rate fixed by the Government.

## **24. Payments Due from the Contractor**

All costs, ascertained damages or expenses for which under the Contract that Contractor is liable to the SINDH SOLID WASTE MANAGEMENT BOARD may be deducted by the Sindh Solid Waste Management Board from the money due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.

## **25. Legal proceedings**

The laws of Pakistan and no proceedings to govern the Contract and the Bid Documents or arising out of any of them shall be instituted in any courts other than those situated at Karachi.

## **26. Dispute**

Should any question or dispute arise as to the material, design, construct or delay in the services / supplies or the purpose or the performance for which they are required or are warranted, the SINDH SOLID WASTE MANAGEMENT BOARD shall nominate an engineer / expert having knowledge of services / supplies , who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, if so, what sum shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

## **27. Arbitration**

All disputes and matters of difference whatsoever (other than those relations to the certificate of expert certifier) between the Sindh Solid Waste Management Board and the Contractor relation to and arising out of the Contract and Bid Documents thereof, each party nominating its own arbitrator. The arbitrators within the first three-arbitral hearings will nominate the umpire. The award of the arbitrators or of the umpire shall be final and binding upon the parties. The arbitral proceedings shall be held at Karachi.

## **SPECIAL CONDITIONS OF THE CONTRACT**

1. Spraying of water on internal kacha roads for dust control.
2. Installation of clear and visible on site directional signs for proper traffic routing.
3. Providing and posting of armed security guards at the land fill area to make sure that no burning of waste takes place and to ensure proper dumping at the active area as per BoQ arm guards must be posted on 24/7/365 basis.
4. Providing, installation and maintenance of generator as in BoQ The contractor will be bound with all the Federal & Provincial Rules regarding environment and he will follow all the rules and regulations as an imposed by the Environmental Regulatory agencies or authorities from time to time.
5. The contractor, before start of the work will provide work management plan with complete list of number of Tools and Plants and Field staff.
6. The contractor will provide Weekly Progress Report of the work to the SSWMB Office with the signature of deputed designated field staff or Engineer concerned from the department head.
7. Daily received garbage from respective DMCs / DCK and other agencies and SSWMB must be written on the board present in the office and monthly DMCs / DCK / SSWMB report also be written on another board, which must also be present in the office. The contractor will also submit monthly report regarding the total of tonnage of waste coming from each DMCs / DCK and other agencies.
8. The SSWMB shall be at liberty to direct the contractor to remove forthwith any person provided by the contractor at the work, who in the opinion of SSWMB indulges in misconduct himself, or is incompetent or negligent in proper performance of his duties or whose presence on site is otherwise considered by SSWMB to be undesirable, and such person shall not be allowed to work / enter on the site without the consent of SSWMB. Any person removed from the work shall be replaced as soon as possible.
9. The contractor shall not recruit or attempt to recruit his staff and labor from amongst the persons in service or employees of local council or government.
10. Contractor shall provide a list of their employees.
11. Contractor shall keep all the equipment and other facilities handed over to him by the SSWMB in received conditions.
12. Contractor shall provide within one month of contract one 4x4 double cabin which will be property of SSWMB after completion of contract.
13. Contractor shall provide all employee proper clothing which is suitable for work
14. Contractor shall ensure that his staff are courteous with general public
15. Contractor must adhere to health and safety work laws of GoP / GoS.

16. In case of robbery or theft from the site, contractor will be responsible and if the stolen property will be of SSWMB then he will pay money according to market rate without any hesitation.
17. For the purpose of identification and security, the contractor shall issue identity card, jackets, caps etc to its entire employee who may be detailed to work within area under contract. If any employee of the contractor is found with out these items a penalty of Rs. 5000 rupees will be fine per person as penalty imposed and deducted from month bills of the contractor.

## ARTICLES OF AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, hereinafter called the "Party No.1", of the one part, \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_  
(Name and designation of the authorized person)

located at \_\_\_\_\_ hereinafter called the "Party No.2" which expression shall include their successor, legal representatives of the second part.

**Whereas** the Party No.1 requires the services / supplies and related services for its Landfill sites, and whereas the Party No.2 has agreed to supply, install, put into operation and demonstrate the Working of the said supplies / services valued at \_\_\_\_\_ in the period of \_\_\_\_\_ days / \_\_\_\_\_  
(Amount in figures and words)

months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Party No.2.

### **Now this Agreement witnessed as follows:**

1. In this agreement Works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by \_\_\_\_\_  
(Name and designation of the authorized person)

on behalf of the Party No.2, and by Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi all of which shall be deemed to form and be read and construed as a part of this

### **Agreement via: -**

- a) Articles of Agreement;
  - b) Instructions to Bids;
  - c) Condition of Contract;
  - d) Offer of Party No.2 including the relevant correspondences prior to signing of this Agreement with all Annexure duly filled in:
  - e) The specifications of the Items; and
  - f) Bill of quantity with prices.
3. In consideration of the payment to be made to the Party No.2, the Party No.2 hereby covenants with the Executive Director (Operations-I), Sindh Solid Waste Management Board, and Karachi to supply, deliver, install, put into operation and demonstrate the Services / supplies in conformity in all respects of the Contract.



4. **The Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi** hereby **covenants** to pay the contractor in consideration of the providing of services / supplies for the contract price in the manner prescribed by the contract and approved by the Sindh Solid Waste Management Board, Karachi.

**In witness thereof** the parties have hereunto set their respective hands and seals, the day month and year above written.

**Executive Director (Operations-I)**  
Sindh Solid Waste Management Board  
Karachi

**WITNESSES OF PARTY NO.1:**

Witness No. 1:

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

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

Designation: \_\_\_\_\_

Witness No. 2:

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

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

Designation: \_\_\_\_\_

**WITNESSES OF PARTY NO.2:**

**CONTRACTOR**

Witness No. 1:

Signature \_\_\_\_\_

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

Designation: \_\_\_\_\_

Witness No. 2:

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

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

Designation: \_\_\_\_\_

**Form of Bid  
(Letter of Offer)**

Bid Reference No. \_\_\_\_\_ Dated: \_\_\_\_\_, 2016

Name of Contract: **Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Jam Chakro Karachi.****The Executive Director (Operations-I),**  
Sindh Solid Waste Management Board,  
Karachi.

Dear Sir,

1. Having examined the Bid Documents including instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices etc. for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address \_\_\_\_\_  
\_\_\_\_\_ being duly incorporated under the laws of Pakistan hereby offer to execute and complete such contract and remedy any defects therein in conformity with the requisite Documents for the Total Bid Price of Rs. \_\_\_\_\_ (in figures and words) or such other sum as may be ascertained in accordance with the said documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security referred to in Clause 4 of the Instructions to Bidders in the amount of Rs. \_\_\_\_\_ (in words and figures) drawn in favor of or made payable to Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi and valid for a period of 28 days beyond the period of validity of this Bid.
4. We undertake, if our Bid is accepted, to complete the whole of the Work comprised in the above-named Contract within the time.
5. We agree to abide by this Bid for the period of 90 days beyond the date of opening of the Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
6. Unless and until a formal Contract Agreement is signed, this Bid, together with your acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Contract Performance Security referred to in Clause 4 of the Instructions to Bidders for due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that this Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the above- named Contract.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2016

Signature: \_\_\_\_\_ in the capacity of

\_\_\_\_\_ Authorized to sign Bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Letter)

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

\_\_\_\_\_

Witness:

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

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

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

\_\_\_\_\_

Occupation: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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**MINIMUM ELIGIBILITY CRITERIA FOR****Work 3.2: Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Jam Chakro Karachi.**

1. NTN valid Certificate.
2. Registration with Sindh Revenue Board.
3. Valid Professional Tax (Paid up original challan or its attested copy).
4. Proof of payment Tender Fee.
5. Signature and seal of the bidder, with full address and contact details.

**Minimum Qualification Criteria:**

- Current Bank Certificate in original to the effect that financial position of interested manufacturers authorized dealers & experienced suppliers, firms.
- Financial Capacity: must have turnover Rs.50 million or above in last 3 years.
- Experience of minimum 2 similar nature works (solid waste management related work) completed / in hand in the last 3 years.
- The bids must be received in properly sealed envelope duly marked the name of Work, company name, contact, Postal details & NIT Numbers.
- Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
- All rates quoted including the total amount of the bid shall be in figures & words in PKR.
- All corrections/ overwriting shall be clearly re-written with initials & duly stamp by the bidders.
- The bid shall be properly signed, named & stamped by the authorized person authorization letter for signatory shall be enclosed with the tender by the authorization, if other than the signatory of the firm else their bids shall be considered non-responsive.

The supporting documents of each above qualification criteria shall be duly signed & stamped on each paper & enclosed with the tender documents.

Those bids which will meet all Minimum Eligibility Criteria shall be declared as “Substantial Responsive Bidder” and their FINANCIAL OFFER will be evaluated and others will be declared as “rejected”.

## **EVALUATION CRITERIA**

### **Work 3.2: Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Jam Chakro Karachi.**

<b>The Bids Shall be Evaluated on the basis of following parameters:</b>			
<b>Sr. #</b>	<b>Evaluation Parameters</b>	<b>Brief</b>	
	<b>Company / Firm / Individual Information</b>		
	<b>Required Field</b>	<b>Yes</b>	<b>No</b>
1.	Minimum No. of Years in Business.		
2.	NTN Registration Certificate.		
3.	Sindh Revenue Board Registration (SRB).		
4.	Registration in Professional Tax.		
5.	Financial Capacity: Proof of turnover Rs.50 million or above in last 3 years.		
6.	Experience of minimum 2 similar nature works (solid waste management related work) completed / in hand in the last 3 years.		
7.	Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.		
8.			

**Bill of Quantities**

For Running Contract of 01 Year.

**Work 3.2: Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Jam Chakro (Surjani Town) Karachi.**

S.No.	Descriptions of Supplies/Services	Approximate Quantity of Supplies / Services in Contractual Period	Specification Offered
01.	<b><u>Operation and Maintenance of SSWMB Landfill at Deh Jam Chakro Karachi.</u></b> <ol style="list-style-type: none"> <li>Providing / Engaging Security Guard with Arms (Repeater) for 24/7 (12 hour shift daily, 04 in day and 02 in night) at said landfill site.</li> <li>Providing / Engaging Field Worker / Supervisor for 24/7 (12 hours daily) at landfill site.</li> <li>Providing / Engaging Weigh Bridge / Computer Operator 24/7 (12 hours daily) at landfill site.</li> <li>Providing / Engaging 01 Wheel Loader (2200 to 2500 ton) with POL and Operator for lifting, spreading and compacting MSW at landfill site.</li> <li>Providing / Engaging 01 Wheel Loader (2200 to 2500 ton) with POL and Operator for lifting, spreading and compacting MSW at landfill site.</li> <li>Providing / Engaging 01 Dump Truck 10 wheeler (25 to 30 ton carrying capacity) with POL and Operator for shifting of MSW from Metal / Murram Roads other areas of landfill site.</li> <li>Providing / Engaging 01 generator 20 to 25 kw with POL and Operator for operation of weigh bridge, office block, other related items of landfill site.</li> <li>Providing / Engaging 01 generator 5 to 7 kw with POL and Operator for operation of weigh bridge, office block, other related items of landfill site.</li> <li>Providing / engaging air conditioner 1.5 ton capacity for computer / weigh bridge operator room of landfill site.</li> <li>Operation / Maintenance and repair of weigh bridge consist of:- <ol style="list-style-type: none"> <li>Repairing of pit.</li> <li>Repairing of steel structure.</li> <li>Supply &amp; installation of load cells.</li> <li>Supply &amp; installation of weigh terminal with printer.</li> </ol> </li> <li>Vehicle 4x4 Double Cabin with Jump seats and Canopy ( Japan / UK / USA &amp; EU )</li> </ol>	<p>06 Nos.</p> <p>04 Nos.</p> <p>02 Nos.</p> <p>4000 hours for operational condition.</p> <p>4000 hours for idle/waiting condition.</p> <p>4000 hours for operational condition.</p> <p>4000 hours for operational condition.</p> <p>3000 hours for operational condition.</p> <p>01 Unit</p> <p>02 units</p> <p>01 Unit</p>	

**NOTE:** The quantities may vary and same will be acquired / procured from the lowest bidder as and when required on need based throughout the contractual period

## Schedule of Price

### Work 3.2: Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Jam Chakro (Surjani Town) Karachi.

S.No.	Descriptions of Supplies/Services	Approximate Quantity of Supplies / Services in Contractual Period	Unit / Per Hour Price in Rs.	Rate in Rs.
02.	<b><u>O/M of SSWMB Landfill at Deh Jam Chakro Karachi.</u></b> <ol style="list-style-type: none"> <li>a. Providing / Engaging Security Guard with Arms (Repeater) for 24/7 (12 hour shift daily, 04 in day and 02 in night) at said landfill site.</li> <li>b. Providing / Engaging Field Worker / Supervisor for 24/7 (12 hours daily) at landfill site.</li> <li>c. Providing / Engaging Weigh Bridge / Computer Operator 24/7 (12 hours daily) at landfill site.</li> <li>d. Providing / Engaging 01 Wheel Loader (2200 to 2500 ton) with POL and Operator for lifting, spreading and compacting MSW at landfill site.</li> <li>e. Providing / Engaging 01 Wheel Loader (2200 to 2500 ton) with POL and Operator for lifting, spreading and compacting MSW at landfill site.</li> <li>f. Providing / Engaging 01 Dump Truck 10 wheeler (25 to 30 ton carrying capacity) with POL and Operator for shifting of MSW from Metal / Murram Roads other areas of landfill site.</li> <li>g. Providing / Engaging 01 generator 20 to 25 kw with POL and Operator for operation of weigh bridge, office block, other related items of landfill site.</li> <li>h. Providing / Engaging 01 generator 5 to 7 kw with POL and Operator for operation of weigh bridge, office block, other related items of landfill site.</li> <li>i. Providing / engaging air conditioner 1.5 ton capacity for computer / weigh bridge operator room of landfill site.</li> <li>j. Operation / Maintenance and repair of weigh bridge consist of:-               <ol style="list-style-type: none"> <li>i) Repairing of pit.</li> <li>ii) Repairing of steel structure.</li> <li>iii) Supply &amp; installation of load cells.</li> <li>iv) Supply &amp; installation of weigh terminal with printer.</li> </ol> </li> <li>k. Vehicle 4x4 Double Cabin with Jump seats and Canopy ( Japan / UK / USA &amp; EU ).</li> </ol>	<p>06 Nos.</p> <p>04 Nos.</p> <p>02 Nos.</p> <p>4000 hours for operational condition.</p> <p>4000 hours for idle/waiting condition.</p> <p>4000 hours for operational condition.</p> <p>4000 hours for operational condition.</p> <p>3000 hours for operational condition.</p> <p>01 Unit</p> <p>02units</p> <p>01 Unit</p>		
<b>Amount in Rs.</b>				
<b>Amount in words.</b>		-----		



Tender are required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant documents required. In case of any deviation / incomplete documents from tenderer will be prohibited for competing in the tender / render their offer in invalid.

Pay Order/ Demand Draft No\_\_\_\_\_ drawn on  
\_\_\_\_\_ (Name & address of the Bank) for an Amount of Rs.  
\_\_\_\_\_ in words (\_\_\_\_\_) of Bid Security equal to 1% of the total bid amount (original must be attached with Bid).

Full Name & Address of Firm \_\_\_\_\_

CNIC No. of authorized Person \_\_\_\_\_

Signature of Authorized Person \_\_\_\_\_

Seal / Stamp of Firm \_\_\_\_\_

**INTEGRITY PACT**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC;**  
**PAYABLE BY CONTRACTORS.**

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

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

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

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

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

..... *[name of Contractor]* accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

[ Procuring Agency ]

[ Contractor ]