

NO.EPA/01/AC- SNE/2017 ENVIRONMENTAL PROTECTION AGENCY GOVERNMENT OF SINDH PLOT No. ST-2/1, Sector – 23, Korangi Industrial Area, Shan Chowrangl, Karachi Karachi Dated: 9-03-2017

Notice Inviting Tender

The Sindh Environmental Protection Agency, Government of Sindh Invites Notice Inviting Tender from registered firms / agencies / contractors. For the procurement of Physical Assets Including Equipments & Furniture at Karachi, Hyderabad Sukkur, Mirpurekhas & Larkana. Repair & Maintenance of Machinery Equipments & Public Awareness Activities

Terms & Conditions:

- Bidding process will be conducted as 'Single Stage One Envelope Procedure' as per SPPRA Rule 2010 (amended 2013).
- 2. The contending parties / firms / contractors will submit the followings documents.
 - a) Copy of NTN Certificate
 - b) Copy of Sales Tax Certificate from Sindh Revenue Board (SRB)
 - c) Copy of Experience Certificate in Relevant Field (minimum 3 years)
 - d) Copy of Experience Certificate in Public Sector (minimum one project)
 - e) Under taking/affidavit on stamp paper that firm has never been black-listed in any department and undertaking that the firm has the capability to do the work.
- 3. Any information submitted without relevant document may render the bid unacceptable.
- 4. The bidder shall submit (one) 1% bid security of total bid amount.
- 5. Interested bidders can obtain bidding document from the date of publication of this NIT in SPPRA website / on the submission of written application to the Director Admin & Finance, Environmental Protection Agency, Government of Sindh. Karachi along with the pay order of Rs. 500/- (non refundable) in favour Director Admin. & Finance, Environmental Protection Agency, Government of Sindh. Karachi from below given address from 13th March,2017 upto 3-04 -2017 during office timing.
- 6. The last date of submission of Bidding Document is on 3-04 -2017 <u>by 12:30 p.m</u> and the bids shall be opened on the same day at 1:30 p.m on the given below address in the presence of the representatives of the competing firms and members of the Procurement Committee.
- The Department reserves the right to accept or reject part or whole bid, and to annul the bidding process and reject all bids at any time prior to contract award as per provisions of Sindh Public Procurement Rules 2010 (Amended 2013).

Environmental Protection Agency, Government of Sindh, Karachi

Address

Environmental Protection Agency Government of Sindh, Karachi.

PLOT No. ST-2/1, Sector-23, Korangi Industrial area, Shan Chowrangi, Karachi

Phone: 021-35065637

ANNUAL PROCUREMENT PLAN FINANCIAL YEAR 2016-2017

"Procurement Of Physical Assets For EPA Head Office and Its Regional Offices At Sukkur, Hyderabad, Mirpukhas And Larkana.",
Repair & Maintenance of Machinery Equipments & Public Awareness Activities

S. No.	Description of procurement	Quantity (where applicable)	Estimated Cost (where applicable)	Estimated total cost	Funds allocated	Source of Fund (ADP/ Non ADP)	Proposed Procurement method	Time of procurement
1.	For Head office Karachi		1,642,000	1,642,000	1,642,000	Regular	Single Stage One Envelop	Second Quarter of 2016-17
2.	For Vehicular Emission Control Program		241,000	241,000	241,000	Regular	Single Stage One Envelop	Second Quarter of 2016-17
3.	For Regional Office Hyderabad		255,000	255,000	255,000	Regular	Single Stage One Envelop	Second Quarter of 2016-17
4.	For Regional Office Sukkur		255,000	255,000	255,000	Regular	Single Stage One Envelop	Second Quarter of 2016-17
5.	For Regional Office Larkana		241,000	241,000	241,000	Regular	Single Stage One Envelop	Second Quarter of 2016-17
6.	For Regional Office Mirpurkhas		241,000	241,000	241,000	Regular	Single Stage One Envelop	Second Quarter of 2016-17

Irfan Ahmed Abbasi Director (Admin & Finance)



Government of Sindh Environmental Protection Agency, Government of Sindh. Karachi

Bid Ref: No.

Karachi dated the

Bidding Document

For

SNE 2016-17

"Procurement Of Physical Assets For EPA Head Office and Its Regional Offices At Sukkur,
Hyderabad, Mirpukhas And Larkana .", Repair & Maintenance of Machinery Equipments & Public
Awareness Activities

Cost of Bidding Document: Rs. 500/(in shape of Pay Order/Demand Draft)

Bid issuance date

from the date of publication of

Last date for Bid Submission: 3rd April, 2017

Date of Bid Opening

: 3rd^h April, 2017

Environmental Protection Agency
Government of Sindh, Karachi.

PLOT No. ST-2/1, Sector-23, Korangi Industrial area, Shan Chowrangi,
Karachi

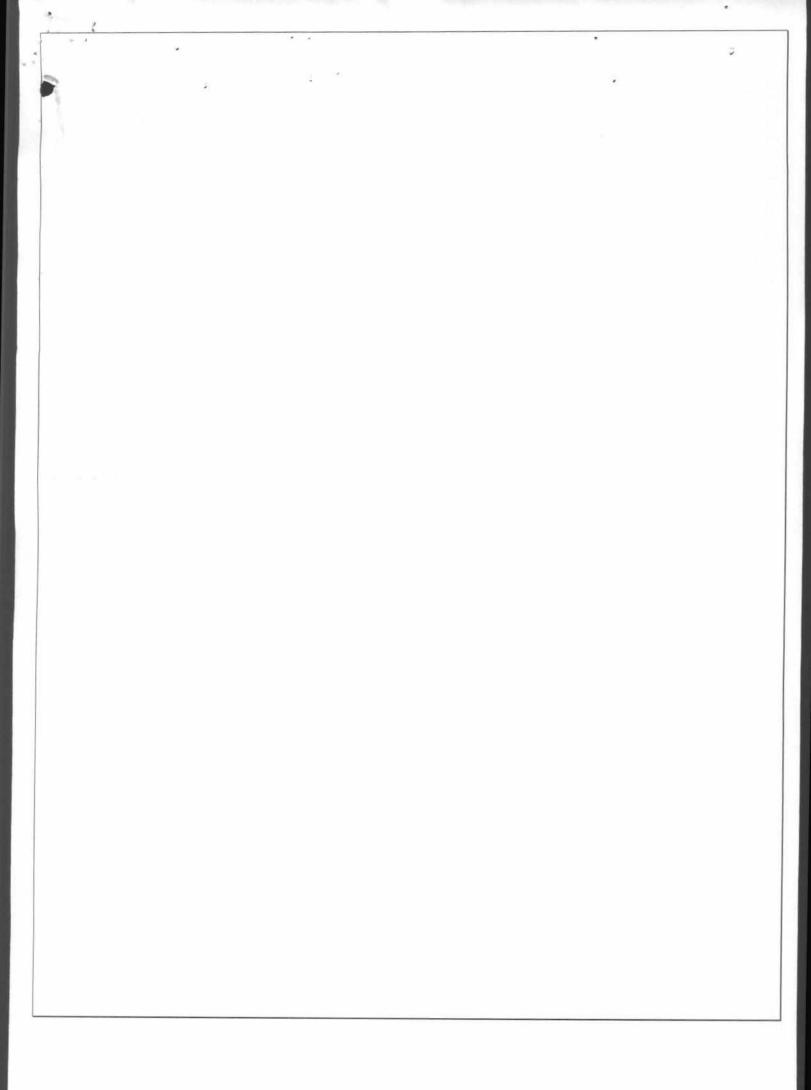
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INSTRUCTIONS TO BIDDERS

A. Introduction

Environmental Protection Agency, Government of Sindh taking measures to promote research and the development of science and technology which may contribute to the prevention of pollution. protection of the environment, and sustainable development; identify the needs for, and initiate legislation in various sectors of the environment; provide information and guidance to the public on environmental matters; specify safeguards for the prevention of accidents and disasters which may cause pollution; and encourage the formation and working of nongovernmental organizations, community organizations, and village organizations to prevent and control pollution and promote sustainable development. Environmental Protection Agency, Government of Sindh invites tender from registered firms / agencies / contractors For the procurement of furniture and fixture, office equipments.

01. Source of Funds

- Government of Sindh, SNE budget 2016-17.
- 02. Eligible Bidders
 - 2.1 The invitation for Bids is open to all suppliers having Pakistani Nationality.

03. Eligible Goods and Services

- 3.1 The Goods and related services to be supplied under the contracts (such services here in after referred to services) shall have their origin and all expenditures made under the contract will be limited to such articles.
- 3.2 For purpose of clause 3.1 above 'origin' shall be considered to be the place where the Goods, Goods are mined, Grown, produced through manufacturing, processing or substantial and major assembling of components, a commercially recognized products results that is substantially different in basic characteristics or in purpose of utility from its components.

04. Cost of Bidding / Contract

4.1 The Bidder shall bear all costs associated with the Preparation and delivery of its Bid/ Contract, and the Purchaser will in no case be responsible or liable for those costs.

05. Assurance

5.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to deliver the goods and services pursuant of the contract, within the time set forth therein.

B. The Bidding Document

06. Contents of Bidding Documents

- 6.1 The Goods and Service required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the bidding documents include.
 - (a) Instructions to Bidders.
 - (b) General Conditions of Contract (GCC)
 - (c) Special Conditions of Contract (SCC)
 - (d) Technical Specification
 - (e) Sample Forms.
 - (i) Bid form and Price Schedule
 - ii) Bid Security Form
 - iii) Contract form.
 - iv) Performance Security Form.
 - v) Bank Guarantee Form for Advance Payment.
 - vi) List of Member eligible member Countries.
- 6.2 The Bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid Not substantially responsive to the Bidding Documents in every respect will result in the rejection of Bid.

07. Clarification of Bidding Documents Prospective Bidders requiring any further information or clarifications of the Bidding Documents may Notify the Purchaser in writing or by Telex or by Cable at the Purchaser's mailing Address indicated in the Bidding Documents prior to the deadline for the submission of Bid prescribed by the Purchaser. The Purchaser's response (including an explanation for the query) will be sent in writing to all prospective Bidders who have received the Bidding Documents. 08. Amendment of Bidding Documents 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendments. 8.2 The amendment shall be the part of the Bidding Documents, pursuant to clause 8.1 will be notified in writing to all prospective Bidders who have received the Bid Documents. and will be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bid Documents. 8.3 In order to afford prospective Bidders reasonable time in which to take amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. 09. Language of Bid 9.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English

9.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in Urdu, Sindhi and English languages, provide that Urdu and Sindhi literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bids, the English translation shall govern.

C. Preparation of Bids

10. Documents Comprising the Bid

10.1 The Bid prepared by the Bidder shall comprise the following components.

- (a) A bid form and price schedules completed in accordance with clause 11,12 and 13
- (b) Documentary evidence establishing in accordance with clause 14 that the Bidders is eligible to Bid and that the articles to be supplied and the Services to be provided by the Bidder are eligible under Contract.
- (c) Documentary evidence establishing in accordance with clause 15, that the Bidder is qualified to perform the Contract if it's Bid is accepted.
- (d) Documentary evidence establishing, in accordance with clause 16, that the articles to be Supplied by the Bidder confirms to the Bidding Documents.

(e) Bid Security furnished in accordance with clause 17 of this Document.

11. Bid Form

11.1 Bidder shall complete the Bid Form and the appropriate price schedules furnished in the Bidding Documents.

12. Bid Prices

- 12.1 The bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the entire work on tern key basis.
- 12.2 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as provided for the General Conditions of Contract or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

13. Bid Currencies

13.1 Prices shall be quoted in Pak Rupees.

14. Documents Establishing Eligibility of the Bidder, Goods and Services

14.1 The bidder shall furnish, as part of its Bid, certification establishing both the bidder's eligibility to bid and that the origin of the Goods and Services is an eligible source country, pursuant to Clauses 2 and 3.

15. Documents Establishing the Bidders Qualification to Perform the Contract

- 15.1 The documentary evidence of the bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction prior to award of Contract:
 - (a) that, in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods' manufacturer or produce to supply the Goods to or in the Purchaser's country;

(b) that the bidder has the financial, technical, and production capability necessary to perform the Contract. 16. Documents Establishing Goods, Eligibility & Conformity to the Bidding Documents The Documentary evidence of conformity of Goods and Services to the Bidding Documents may be in the form of literature, drawings and data and shall consist of: A detailed description of the Good's essential technical and performance A detailed schedule of work under the contract (dispatch/work schedule) outlining b) key activities and critical items on the schedule which could influence the contract completion date. a list, giving full particulars, including available sources and current prices, of all c) spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods, for a period of (two years); and d) a clause-by-clause commentary on the specifications, demonstrating the Goods' responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Specifications. 16.2 For purposes of the commentary to be furnished pursuant to sub-clause (d) above, the Bidder shall Note that standards for workmanship, material and goods, and reference to brand names or catalogue numbers, designated by the purchaser in the specifications are intended to be descriptive only and not restrictive. The Bidder may substitute other authoritative standards, brand names or catalogue numbers in its Bids provided that it demonstrates the Purchaser's satisfaction that the substitutions are equivalent or superior or those designated in the specifications, except if the specifications specifically provide otherwise. In order to prove that the Goods offered are of acceptable quality and standard, the 16.3 bidders shall furnish the documentary evidence that the Goods offered have been in production for several years and reasonable units of similar capacity have been sold and have been in operation satisfactorily to the end users. 17. Earnest Money / Bid Security Pursuant to Clause 12, the bidder shall furnish, as part of its Bid, a bid security in the amount of two percent (2%) of the offered value. 17.2 The Bid security shall be denominated in the currency of the Bid. It shall be valid for thirty (30) days beyond the validity of the Bid and shall be in form of Pay Order/Demand Draft/Bank Guarantee. 17.3 Any Bid not secured in accordance with clauses 17.1 and 17.2 above will be rejected by the Purchaser as Non-responsive, pursuant to Clause 18. 17.4 An unsuccessful Bidder's bid security will be discharged /returned as promptly as possible upon award of Contract, but in any event Not later than thirty (90) days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause-17.5 The successful bidder's bid security will be discharged/returned upon the bidder's executing the Contract, and furnishing the performance security, pursuant to Clause 36. 17.6 The bid security may be forfeited: if a bidder withdraws its Bid during the period of bid validity specified by the (a) 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 Clause-35; or (ii) to furnish the performance security in accordance with Clause-36 18. Period of Validity of Bid and alternative Bids 18.1 Bids shall remain valid for Not less than 90 days after the date of Bid closing prescribed by the Purchaser pursuant to clause-21 18.2 Notwithstanding clause-18.1 above, the Purchaser may solicit Bidder's consent to extend of the period of Bid validity. The request and the responses thereto shall be made in writing (or by Cable or Telex). If the Bidder agrees to extend request, the validity of the Earnest Money provided under clause-17 shall also be suitably extended. A Bidder may refuse the request without forfeiting his Earnest Money. A Bidder granting the request will not be required or permitted to modify its Bid. 18.3 Bidders may submit Alternative Bids, which do not conform to the Specifications of Goods but meet the performance prescribed in, or the objectives of the Specifications. However, only the Alternative Bids of the bidder whose main Bid is the lowest evaluated substantially responsive Bid will be considered. If a bidder wishes to have its Alternative Bid or Bids considered on an equal basis with all other main Bids, it shall submit a bid

Earnest Money to each Alternative Bid. All Alternative Bids submitted in this manner will be treated as main Bids. Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the main Bid.

19. Format and Signing of Bid

- 19.1 The original Bid Form and accompanying Documents (as specified in clause-11) clearly marked "Original" plus "Duplicate" copies (if required) must be received by the Purchaser at the date, time and space specified pursuant to clauses 20 & 21. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 19.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printing literature, shall be initialed by the person or persons signing the Bid. The name and position held by each person's signing must be typed or printed below the signature.

19.3 The Bid shall contain no. interlineations, erasures or overwriting except as necessary to correct errors made by the Bidders, in which case such correction shall be initiated by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bid

- 20.1 The Bidder shall be seal the Bid envelope duly marking the envelopes.
- 20.2 The envelopes shall be addressed to the The Director Admin. & Finance, at following address:

The Director Admin. & Finance, Environmental Protection Agency Government of Sindh, Karachi. PLOT No. ST-2/1, Sector-23, Korangi Industrial area, Shan Chowrangi, Karachi. Contact No: 021-35065637

20.3 The Envelope should contain at the left corner:

Tender No.

DO NOT OPEN BEFORE

(Date & time of opening of Bids given in Bid Notice)

20.4 In addition to the information required in clause-22 the inner envelopes shall indicate the name and address of the Tenderer to enable the Purchaser to return the un-opened Bid in case it is declared "Late" pursuant to clause-23

21. Deadline for Submission of Bids

- 21.1 The Original Bid together with the Duplicate must be received by the Purchaser at the address specified in clause-20.2 not later than the time specified for submission of Bid as in the Bid Notice
- 21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bid by amending the Bidding Documents in accordance with clause-08, in which all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

22. One Bid per Bidder

22.1 Each bidder shall submit only one Bid either by itself, or as a partner in a joint venture. A bidder who submits or participates in more than one Bid (except alternative Bid pursuant to Clause 18.3) will be disqualified.

23. Late Bids

23.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to cluase-21 will be declared "Late" and rejected and may be returned unopened to the Bidder.

24. Modification and withdrawal of Bids

24.1 The Bidder may modify or withdraw its Bid after the Bids submission provided that written Notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.

- 24.2 The Bidders modification or withdrawal Notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause-20. A withdrawal Notice may also be sent by Telex or Cable but must be followed by a signed confirmation copy. 24.3 No Bid may be modified subsequent to the deadline for submission of Bids. 24.4 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 of the Bid Form, E. Bid opening and Evaluation 25. Bid Opening and Evaluation 25.1 The Procurement Committee will open Bids in the presence of Bidder's authorized representatives who choose to attend, at the day, time and place of opening of Bids (as prescribed in the invitation for Bids).

25.2 The Bidder's name, prices of main and alternative bids, all discounts offered, modifications and withdrawals, and the presence of absence of the requisite Earnest Money, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the time of opening.

25.3 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the bidder's Bid.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its Bid, if any. All responses to request for such clarification shall be in writing and no change in the price of substance of the Bid shall be sought, offered or permitted.

27. Preliminary Examination

27.1 The Purchaser or his nominee will examine the Bids to determine whether:

They are complete in all respect;

- Computational errors, if any have been made: (b)
- Required Sureties have been furnished: (c)
- Documents have been properly signed; and (d)

Bids are generally in order. (e)

- 27.2 Arithmetical errors will be rectified on the following basis. If there is any discrepancy between the unit Price and the total cost that is obtained by multiplying the unit price and quantity, unit price shall prevail and the cost will be corrected. If there is a discrepancy between the total bid amount and the sum of total costs for each package, the total cost shall prevail and the total bid amount will be corrected.
- 27.3 Prior to the detailed evaluation, pursuant to clause-28, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of goods offered pursuant to Clause 16.2 A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.
- 27.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

28. Evaluation and Comparison of Bids

- The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive pursuant to clause-27:
- 28.2 The Purchaser's evaluation of a Bid will exclude and not take into account:
 - in the case of Goods partially or wholly manufactured within the Purchaser's country or Goods of foreign origin already located in the Purchaser's country, sales and other similar taxes which may be levied on the finished Goods if the Contract is awarded to the bidder:
 - in the case of Goods to be offered from outside the Purchaser's country, customs b) duties and other similar import duties and taxes which may be levied on the Goods if the Contract is awarded to the bidder; and
 - C) the Purchaser's evaluation of a Bid will take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in this clause:
 - i) Contractual and Commercial Deviations:

The cost of all quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Bid.

ii) Work Schedule:

The Goods and services covered by this bidding are required to be delivered and installed in accordance with and completed within the Work Schedule specified in the Special Conditions of Contract. Bidders are required to base their prices on the specified Work Schedule. No. credit will be given to earlier completion. Bids offering late work schedules will be accepted but the Bids shall be adjusted in the evaluation by adding at the rate of (0.05 per cent) of the bid price for each day of delay to bid price. Bids offering work schedules beyond (three months) the date specified in the Special Conditions of Contract shall be rejected.

iii) Operating Costs:

Since the operating costs of the Goods and services being procured form a major part of the life cycle cost, these costs will be evaluated and based on prices furnished by the Bidder as well as on past experience of the Purchaser or other purchasers similarly placed. Such costs shall be added to the bid price for evaluation.

The operating cost factors for calculation are:

- number of years for initial period of operation (It is recommended that the initial period of operation not exceed the usual period before a major overhaul of the Goods. Usually between five to ten years.)
- operating costs (e.g. fuel and/or other input, unit cost, annual and total operational requirements).
- iii) rate, in percent, to be used to discount to present value all annual future costs calculated under (ii) above for period specified in (i).

iv) Functional Guarantee of the Goods:

- a) Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed Goods in response to the Technical Specifications. Goods offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Technical Specifications to be considered responsive. Bids offering Goods with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.
- b) For the purposes of evaluation, an adjustment of (indicate factor) will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder below (or above) the value specified in the Technical Specifications.

v) Local Handling and Transportation:

For Goods offered from outside the Purchaser's Country, the cost of local handling and transportation from the port of entry to the Purchaser country, similar cost from the warehouse/factory to the Purchase's store will be added to the bid price for evaluation.

29. Contacting the Purchaser

- 29.1 Subject to clause-20, no Bidder shall contact the Purchaser on any matter relating to its Bid, in between Bid Opening and Contract Award period.
- 29.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's decisions in respect of Bid Evaluation, or Contract Award will result in the rejection of that Bidder's Bid.

30. Purchaser's Right to accept any Bid and to reject any or all Bids

30.1 The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any Liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder of the grounds for the Purchaser's action.

F. AWARD OF CONTRACT/(S)

31. Post Qualification

- 31.1 The Purchaser will determine to its satisfaction the Bidder selected as having submitted the lowest-evaluated / quality-evaluated / requirement-evaluated responsive Bid is qualified to satisfactorily perform the Contract.
- 31.2 The determination will take into account the Bidder's financial, technical and production after sales Service capabilities. It will be based upon an examination of the Documentary

evidence of the Bidder's qualifications submitted by the Bidder, pursuant to clause-15, as well as such other information as the purchaser deems necessary and appropriate.

31.3 To verify its technical capability, the Bidder must provide with its bid Documentary evidence that the items offered have been in production for at least five (5) years and that a minimum of fifty (50) units of similar capacity have been sold (list of consignees should be attached) and have been in operation satisfactorily for at least 12 months.

32. Award Criteria

- 32.1 An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.
- 32.2 The Purchaser will award the Contract to the successful Bidder / Bidders whose Bid / Bids has / have been determined to be the lowest evaluated / quality-evaluated / requirement evaluated responsive Bid, provided further that Bidders determine to be qualified to satisfactorily perform the Contract.

33. Purchaser's Right to Vary Quantities at Time of Award

33.1 The purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of Goods as specified in the specifications without any change in unit prices of other terms and conditions.

34. Notification of Award

- 34.1 The Purchaser will Notify the successful Bidder in writing by registered letter, or by Cable to be confirmed in writing by registered letter that his Bid has been accepted and on which basis the Bid has been accepted.
- 34.2 The Notification of Award will constitute the formation of a Contract until the Contract has been effected pursuant to clause-35.

35. Singing of Contract

- 35.1 At the time of Notification of award, the Purchaser will send the successful Bidder the Model Contract Document provided in these Bidding Documents, incorporating all agreement between the parties.
- 35.2 Within thirty (30) days of receipt of such Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

36. Performance Security

36.1 Within the Seven (7) days of the receipt of Notification of award from the Purchaser, the Bidder shall furnish the performance Security, in accordance with the conditions of Contract, in the Performance Security Form provided in the Bidding Documents or any other form acceptable to the Purchaser which should be (Five) 5% of the total bid value in shape of Pay Order or Bank Guarantee

SECTION-II BID DATA SHEET (BDS)

The following specific data for the goods 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.

		Introduction
ITB 1.1	Name of Contract.	PROCUREMENT OF PHYSICAL ASSETS FOR EPA HEAD OFFICE AND ITS REGIONAL OFFICES AT SUKKUR, HYDERABAD, MIRPUKHAS AND LARKANA
ITB 22.2	Name of Purchaser.	Environmental Protection Agency, Government of Sindh, Karachi
ITB 22.2	Purchaser' address, Telephone & Fax #.	EPA Complex, PLOT No. ST-2/1, Sector-23, Korangi Industrial area, Shan Chowrangi, Karachi Phone No:
ITB 1.1	Language of Bid	The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by the English translation, in which case, for purpose of interpretation of the Bids, the English Translation shall govern.
	Bio	d Price & Currency
ITB 12.2	Price Quoted:	Delivered Duty Paid (DDP) at Consignee End.
ITB 12.3	Bid Price:	Fixed.
ITB 13.1	Bid Currency:	Pak Rupees (PKR).
The state of the s		Bid Submission
ITB 19.1	Bid Security	1 % of the quoted Price.
ITB 18	Bid Validity Period	90 Days.
ITB 20	Number of Copies	One (Original). Two copies
ITB 20.2	Address for Bid Submission	Environmental Protection Agency Government of Sindh, Karachi. PLOT No. ST-2/1, Sector-23, Korangi Industrial area, Shan Chowrangi, Karachi. Phone No:
ITB-20.0	ITB Title Number	"PROCUREMENT OF PHYSICAL ASSETS FOR EPA HEAD
		OFFICE AND ITS REGIONAL OFFICES AT SUKKUR,
		HYDERABAD, MIRPUKHAS AND LARKANA
ITB 21	Deadline for Bid Submission	meaning mini emine and eminara
ITB 21.1	Date, Time & Place for Bid Opening	30.03.2017 at 12.30 pm at PLOT No. ST-2/1, Sector-23, Korangi Industrial area, Shan Chowrangi, Karachi Phone No
RED STATE		Contract Award
ITB 33	Purchaser's right to increase or decrease the quantities.	The Purchaser reserves the right to increase or decrease the quantities of articles to be procured, at the time of award of Contract as per SPP Rules, 2010

- All offers be made as per format of Price Schedule of this document. Additional Pages may be used, if needed. In order to facilitate Bidders, a price schedule (containing the specifications & quantities of required stores) has been provided at Annex-A.
- Prices quoted to cover all expenses including all kinds of applicable Taxes in the Province of Sindh during the current financial year 2015-16 etc.
- 3. Services & Goods will be required to be delivered as per schedule and at Consignee End.

SECTION-III

QUALIFICATION & EVALUATION CRITERIA

The criteria of Qualification & Evaluation of Bid will be based on the conditions as laid down in this section, furnishing & submission of following documents / evidence / information.

Bidding will be conducted as 'Single Stage - One Envelope Procedure' as per SPPRA Rule 2010 (amended 2013).

ITB.16	Criteria for Qualification	Yes	No.
a.	Copy of NTN Certificate, Sales Tax Certification from SRB.		
b.	Copy of Sales Tax Certificate from Sindh Revenue Board (SRB)		
C.	Copy of Registration Certificate from Pakistan Engineering Council		
d.	Copy of Experience Certificate in Relevant Field (minimum three years).		
e.	Copy of Experience Certificate in public Sector (minimum one project).		
f.	Bank statement or Bank certificate		
g	Undertaking / affidavit on stamp papers that the firm has never been black- listed in any department and also undertaking that the firm has the capability to do the work.		
h.	1% bid security of total bid amount		

BIDDING FORMS Bid Submission She

The Director Admin. & Finance. Environmental Protection Agency, Government of Sindh, Karachi. PLOT No. ST-2/1, Sector-23,

We, the undersigned, declare that:

Phone No:

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

(i)

(j)

Date

Korangi Industrial area, Shan Chowrangi, Karachi

Bid Submission Sheet
Date:
Invitation for Bid No:
min. & Finance, Protection Agency, Sindh, Karachi. /1, Sector-23, al area, Shan Chowrangi, Karachi
gned, declare that:
We have examined and have no reservations to the Bidding Document, including Addenda No.
We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services:
The total price of our Bid, excluding any discounts offered in item (d) below is:
The discounts offered and the methodology for their application are:
Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the /expiration of that period; If our Bid is accepted, we commit to obtain a Performance Security in the amount of percent of the Contract Price for the due performance of the Contract; Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries
We are Not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any
part of the contract, has Not been declared ineligible by the Government;

bidding process or execution of the Contract:

The following commissions, or fees have been paid or are to be paid with respect to the

Name of Receipt Address Reason Amount (If none has been paid or is to be paid, indicate "none.")

We understand that this Bid, together with your written acceptance thereof included in (k) your Notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other (1) bid that you may receive.

ame											
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gne	d				_						
uly	authorized	to	sign	the	security	for	and	on	behalf	of	
uly	authorized	10	sign	tne	security	TOF	and	on	benair	OI	

BIDDING FORMS

Bid Security / Earnest Money Form

	WHEREAS						hereinafte
				dated	for	the	Provision o
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KNOW		these presents the			of	ur red	istered office
(s) at				do hereby s	ubmit Earnest	Mon	ey of Rs.
	(Rup	oees					
) 1	or the aforesaid Bid in	the shape of F	ay O	rder/Demand
Draft No	o	dated		issued by			Bank in
favour o Karachi	of the Director A	Admin. & Finance, alled " <i>Purchaser</i> "	•	mental Protection Ager	270	ent of	Sindh,
			- A	authorized Representat			
Dated			-				_

BIDDING FORMS

Bid Security / Earnest Money Sheet

Tender No.	
Procurement of	

Sr.	Quantity	Cost	Total Bid	Earne	Earnest Money @ 1% of Bid Value		
No.		(Rs.)	Price/cost (Rs.)	Amount	P.O/D.D.	Name of Bank	

Signature of the Tenderer	
Name & Address	
Firm Stamp	
Dated	

BIDDING FORMS Price Schedule for Goods and Services

Name of Bidder		

(Package)

1- Physical Assets Head Office Karachi KQ 2039

S#	Item	Qty	Estimated Cost	Total Price
1	Lab Equipments	1	1,800,000	
	One Fax Machine	1	12,000	
	One Photocopier with Stabilizer	1	230,000	
	Five Computer with all Accessories	5	400,000	

Furniture

S #	Item	Qty	Specification
1	Executive revolving Chair	4	Master Molty Foam Good Quality . Heavy base with pressure Roler
2	Executive Table	4	Executive Table size 6"x4" wooden with top glass 12m.m with Wooden Side Rack with electric socket
3	Shelf Cabinet for Books and Literature	4	Shelf Cabinet for Books and Literature 6"x4" with glass door having 4 shelves
4	4 Executive Visitor Chairs	16	Master Molty Foam Good Quality . Heavy base with pressure Roler
	Total		F

KQ2042-VEHICULAR EMISSION CONTROL PROGRAM

S#	Item	Qty	Estimated Cost	Total Price
1.	Two Computer with LCD	2	160,000	
2.	One Water Dispenser	1	28,000	
3.	One Fax Machine	1	12,000	
4.	One Split AC 1.5 Ton		55,000	

2 Physical Assets for Regional office Hyderabad

S#	Item	Qty	Estimated Cost	Total Price
1.	Two Computer with LCD	2	160,000	
2.	One Water Dispenser	1	28,000	
3.	One Fax Machine	1	12,000	
4.	One Split AC 1.5 Ton		55,000	

3 Physical Assets for Regional office Sukkur SY0472-

S#	Item	Item Qty		Total Price
1.	Two Computer with LCD	2	160,000	
2.	One Water Dispenser	1	28,000	
3.	One Fax Machine	1	12,000	
4.	One Split AC 1.5 Ton		55,000	

4-Physical Assets for Regional office MirpureKhas MP0458-

S#	Item	Qty	Estimated Cost	Total Price
1.	Two Computer with LCD	2	160,000	
2.	One Water Dispenser	1	28,000	
3.	One Fax Machine	1	12,000	
4.	One Split AC 1.5 Ton		55,000	

5-Physical Assets for Regional office Larkana LN0466-

S#	Item	Qty	Estimated Cost	Total Price
1.	Two Computer with LCD	2	160,000	
2.	One Water Dispenser	1	28,000	
3.	One Fax Machine	1	12,000	
4.	One Split AC 1.5 Ton		55,000	

List of Chemicals and Consumable Items.

S.No	Description	Qty.
1	BOD CELL TESTS	1pk
2	Oxygen Reaction Bottle	1pk
3	BOD Nutrient Salt Mixture	1pk
4	COD 25-1500 mg/l	1pk
5	COD 15-300 mg/l	1pk
6	Thermoreacter 12 Holes	1pk
7	Chloride Test 2.5-250mg/l	1pk
8	Fluoride 01-20 mg/l	1pk
9	Cyanide Test 0.0002 – 0.5 mg/L	1pk
10	Sulfate Cell Test 50-500mg/l	1pk
11	Sulfate Cell Test 100-1000mg/l	1pk
12	Sulfide Test 0.02 – 1.5 mg/l	1pk
13	Ammonium Test 2.0 – 150 mg/l	1pk
14	Chlorine Test Free 0.010 – 6.0 mg/l	1pk
15	Chlorine Test Total 0.010-6.0 mg/l	1pk
16	Aluminum Test 0.020 – 1.20mg/l	1pk
17	Arsenic 0.001-0.1 mg/	1pk
18	Arsenic Standred	1pk
19	Zinc Granular for Analysis	1pk
20	Absorption Tube for Arsenic Tests	1pk
21	Total Hardeness 5-215mg/l	1pk
22	TOC Cell Test 5 – 80mg/l	1pk
23	Ozone Test 0.010 – 4.0mg/l	1pk
24	Nitrate Test 0.10 – 25mg/l	1pk
25	Nitrite Test 0.002 – 1.0 mg/l	1pk
26	Iron Test 0.01-5.0mg/I	1pk
27	Zinc Test 0.05 – 2.5mg/l	1pk
28	Silicate Test 0.011-10.7mg/l	1pk
29	Magnesium Cell Test 5-75mg/l	1pk
30	Manganese 0.010-10.0 mg/l	1pk
31	Lead Test 0.015-5	1pk
32	Copper Test 0.02-6.0 mg/l	1pk
33	COD Cell Test SEA Water 50-30mg/l	1pk
34	Sodalime	1pk
35	Chloride Test	1pk
36	Chromate Test 0.010.3.0mg/l	1pk
37	Calcium 5-160mg/l	1pk
88	Progard (Consumable)	1pk
39	RO membrane with housing (Consumable)	1pk
10	Vent Filter (Consumable)	1pk
11	Tank Level Sensor (Consumable)	1pk
12	Repair & Service - Elix Millipore	1pk

- Power: 220-240 V/50 Hz
- Heating power: 500W
- Cooling power: 65W
- Cooling method: Compressor
- Heating capacity: 5 Ltr/hr<90° C
- Cooling capacity: 3 Ltr/hr>15° C
- Hot water storage capacity: 9 Ltr
- Compressor cooling refrigerant: R 134 A (Non CFC)
- Gross weight/net weight: 12.8 Kg/11.7 Kg
- Packing dimension: 355 x 370 x 550 mm

COMPUTER WITH ALL ACCESSORIES

Branded Desktop Computer

- Processor Cores i7 /i5 6th generation 6500
- Ram: 8GB
- Hard Disk: 1TB
- Optical Drive DVD-RW,
- Keyboard
- Mouse
- Display 19"
- Microsoft windows 10 / 8.2 genuine
- Warranty 1 Year on site replacement

DELL / HP / or equivalent

SCANNER

Resolution: 2400 x 4800 DPI Color 48-Bit

Scan speed1 Tasks: 10 x 15 cm (4 x 6 in) color photo to file (200 dpi, 24-bit, tiff): OCR A4 (8.5 x 11 in) text page to Microsoft Word: about 30 sec for single image scan; 10 x 15 cm (4 x 6 in) color photo to share/e-mail (150 dpi, 24-bit): about 37 sec for single image scan; A4 (8.5 x 11 in) PDF to e-mail (300 dpi,

24-bit): about 37 sec for single image scan; OCR (A4):< 25 sec; Preview: Up to 14

Warranty 1 Year onsite replacement and service

PRINTER

Features

Print Technology

Monochrome LaserJet

Print Speed

Up to 19 ppm

Resolution

Up to 600 x 600 x 2 dpi (1200 dpi effective output)

Duty Cycle

5000 pages monthly

Paper Handling 10-sheet priority feed slot, 150-sheet input tray

Processor

266 MHz Tensilica

Duplex

Manual

Wireless Connectivity Yes, WiFi 802.11b/g Warranty 1 year onsite replacement and service

HP LaserJet Pro P1102W or equivalent

FAX MACHINE

Specification

- Distinctive Ring detection*3
- 2-line LCD readout
- 64-level halftone resolution
- Polling function,
- Friendly fax reception
- Extension line transfer
- 10-page Automatic document feeder
- 50-sheet paper tray,
- Handset mute
- External telephone jack Language
- LCD readout (Base): English
- Operation Panel: English

PHOTO COPY MACHINE

Features

- Up to 20 pages per minute in black-and-white output
- · Multifunction capabilities in Copy, Print and Scan.
- Standard network printing at 1200 x 1200dpi
- Standard scan capability in black-and-white and colour with optional send feature for convenient document distribution
- · Optional Super G3 fax capabilities for faster information transfer
- · Standard duplex paper output for paper usage efficiency
- Standard USB support to print and scan from thumb-drive
 Standard 250 sheets paper cassette with optional 50 sheets document feeder and internal finisher
- · Separate toner and drum design with long life usage
- · Convenient device management features and environmentally friendly design

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6. 7.	The o	uantity of it	ems spe	ecified ab	ove may	r package co increase or oply of items f	decreas	e as per	need ar 2015-16	nd availabili and 2016-1	ty of fun	ds, therefore the contr
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SCHEDULE OF REQUIREMENT

The work of For the procurement of furniture and fixture, equipments.

shall be carried out in accordance with the subsequent purchase/supply order to be issued by the purchaser as per following schedule of requirement: -

Mode of penalty	100% quantity as per Purchase/Supply Order	Total delivery period
Without penalty	Work shall start as soon as Agreement is signed and shall continue till 30th June, 2017	2015-16
With penalty @ 0.5% per day on total bid cost after 45 days of Purchase Order on undelivered quantity	If Advertisement as required by P.A through all medias is not curried out within time limit given in agreement the amount of 0.5% of total Bid Amount damages shall be charged per day till next 60 days	-do-

ivairie											
in the	capacity of _										
Signe	d										
Duly	authorized	to	sign	the	security	for	and	on	behalf	of	
Date											

PART - II

CONTRACT

GENERAL CONDITIONS OF CONTRACT (G.C.C)

01. Use of Contract Documents and Information

- 1.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract or any provision thereof, or any specification, pattern sample or information furnished by or on behalf of Purchaser in connection herewith to any person other than employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.
- 1.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any Document or information specified in clause 1.1 above, except for the purpose of performing the Contract.
- 1.3 Any Documents / Literatures / Catalogues if Supplied by the Purchaser, other than the Contract itself, specified in clause 1.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser, on completion or prior to the completion of the Supplier's performance under the Contract, if so required by the Purchaser.

02. Change Order

- 2.1 The Purchaser may at any time, by written Notice to the Supplier, make changes within the general scope of the contract in any one or more of the following.
 - drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; or
 - (b) the method of shipment or packing; or
 - (c) the method of installation; or
 - (d) the place of delivery.
- 2.2 Upon Notification by the Purchaser of such change, the Supplier shall submit to the Purchaser an estimate of costs for the proposed change (hereinafter referred to as the Change or Changes) including any change in the schedule of Payments, within ten (10) calendar days of receipt of Notice of change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the Change, if applicable.
- 2.3 The Supplier shall Not perform change in accordance with clause 2.1 above until the purchaser has authorized a change order in writing on the basis of the estimate provided by the Supplier as described in clause 2.2 above.
- 2.4 Changes mutually agreed upon as a change shall constitute a part of work under this Contract, and the provisions and conditions of the Contract shall apply to said change.

03. Contract Amendments

3.1 Subject to clause 2, No. variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

04. Sub-Contracts

- 4.1 The Supplier shall not subcontract all or any party of the contract without first obtaining the Purchaser's approval in writing of the sub-contracting and the sub-contractor.
- 4.2 The Supplier guarantees that any and all subcontractors of the Supplier for performance of part of work under the Contract will comply fully with the terms of the Contract applicable to such part of the work under the Contract.

05. Country of Origin

- 5.1 All Goods & Services Supplied under the Contract shall have their origin in eligible countries.
- 5.2 For purpose of this clause, "Origin" shall be considered to be the place where the Goods were mined, grown or produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, commercially recognized products results that is substantially different in basic characteristics or in purpose or utility from its components.

06. Inspection and Test

6.1 The Purchaser or its representative shall have the right to inspect the work being carried out under this Contract and to test the goods to confirm their conformity to the Specifications. The Specifications, Conditions of Contract or Specifications or both shall specify what inspections the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of identity of any representative retained for these purposes.

6.2 The inspections and test may be conducted by the "Procurement Committee of Environmental Protection Agency on the premises of the Supplier or its sub-Contract(s), at the point of delivery and at the Good's final destination. Where conducted on the premises the Supplier or its sub-Contractor(s) all reasonable facilities and assistance, including access drawings and production data, shall be furnished to the Inspection Committee at No. charges to the Purchaser.

6.3 Should any inspected tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alteration necessary to meet the requirements of the specifications, free of cost to the

purchaser.

The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods arrival at the site of the installation shall in no way be limited or waived by reason of the Goods have previously been inspected, tested and passed by the Purchaser or its representatives prior shipment of the Goods.

6.5 Nothing in this clause 6 shall in any way release the Supplier from any Warranty

obligations under the Contract.

07. Packing And Transportation

(A) Packing

- (a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- (b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Special Conditions of Contract and in any subsequent instructions ordered by the Purchaser.

(B) Transportation

- (a) The Supplier shall at its own risk and expense transport all the Goods and the Supplier's Goods to the Site by the mode of transport which the supplier judges most suitable under all the circumstances.
- (b) Upon dispatch of each shipment of the Goods and the Supplier's Goods, the Supplier shall Notify the Purchaser by fax of the description of the Goods and the Supplier's Goods, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Supplier shall furnish the Purchaser with relevant shipping documents specified in the Special Conditions of Contract.
- (c) The Supplier shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Goods and the Supplier's Goods to the Site. The Purchaser shall use its best endeavors in a timely and expeditious manner to assist the Supplier in obtaining such approvals, if requested by the Supplier. The

Supplier shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Goods and the Supplier's Goods to the Site.

08. Patent/Manufacturing Rights

8.1 The Supplier shall indemnify and hold the purchaser harmless against all third party claims of infringement of patent trademark or industrial design rights arising from use of the Goods or any part thereof.

Performance Security

9.1 The Supplier shall cause performance security to be furnished to the Purchaser at the amount of five percent (5%) of the Contract price (including bid security/earnest money @ 2% already submitted by the bidder at the time of submission of bid). Such performance Security shall be provided in form as is acceptable to the Purchaser, within seven (7) days after the Supplier's receipt of the Notification of award of Contract.

- 9.2 The proceeds of the performance security shall be Payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its work under the Contract. The Supplier shall cause the validity period of the performance security to be extended for such period(s) as the Vork Schedule may be extended pursuant to Clause 18.2
- 9.3 The performance Security shall be denominated in a Currency of the Contract, or in a freely convertible Currency acceptable to the Purchaser, and shall be in one of the following forms:
 - (a) A Bank Guarantee for the balance amount after conversion of Earnest Money in to Performance Security / Security Deposit, issued by the Bank acceptable to the Purchaser, or in such other form as is acceptable to the Purchaser; or
 - (b) A Pay Order or Bank Draft of the amount as in clause-a, in favour of Purchaser.
- 9.4 The Performance Security will be discharged or returned or both by the Purchaser after submission (by Supplier) of Bank Guarantee of 10% of the ordered material to cover the Warrantee Period, but Not later than thirty (30) days following the date of Final Acceptance pursuant to Clause 12.1.

10. Indemnity

- 10.1 The Supplier and the Purchaser shall indemnify and hold harmless each other from and against such claims and liabilities as provided in the Special conditions of Contract.
- 10.2 Not-with-standing anything in this Contract to the contrary, it is agreed that neither the Supplier nor the Purchaser shall be held liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damage.

11. Insurance

All Goods supplied under the Contract shall be fully insured in a freely convertible Currency against loss or damage incidental to manufacture or acquisition, transportation, Storage delivery, and installation, in the manner specified in the special Conditions of Contract.

Transfer of Title.

- 12.1 The Goods, whether installed or Not, shall immediately, in consideration of Payment of the first installment if any of the Contract price to the Supplier by the Purchaser, become and remain the property of the Purchase; provided always that the Supplier shall have a particular possessory lien on the Goods to the extend the value thereof exceeds the total value of the installment payments made is the Purchaser to the Supplier.
- 12.2 Not-with-standing the provisions of Clause 11.1, the Supplier shall be responsible for all damages to and loss of all aforesaid items furnished by the Supplier and item furnished to the Supplier by the Purchaser to enable the Supplier to complete the installation and for all temporary structure and facilities and for all parts of the installation completed or in progress, until the Certificate and Final Acceptance has been issued pursuant to Clause 12.1.

Acceptance

13.1 Upon completion of the work under the Contract, a final inspection at site carried out by the Inspection Committee for the purpose and accepting the Goods (hereinafter called the final Acceptance). Such inspection shall constitute the Final Acceptance of the Goods and Services under the contract, unless the Inspection (during the Inspection) shows defects or shortcomings or both. In case of defect or shortcomings or both which in the Purchaser's opinion are considered essential, a re-inspection shall be convened when the Supplier has given Notice of completion of the corrective work carried out with regard hereto otherwise the Purchaser may accept the Goods if the defects or shortcomings or both are Not considered essential, and the Supplier has agreed to carry out the repairs in conformity with this Contract.

14. Warranty

The Supplier warrants to the Purchaser that the Goods and Services supplied under the Contract will comply strictly the Contract, shall be first class in very particular case and shall be free of all defects. The Supplier further warrants to the Purchaser that all material, Goods and Supplies furnished by the Supplier or its sub-Contractors for the purpose of the Goods will be new merchantable of the most suitable grade, and fit for their intended purpose. The Contractor further warrants that the Services to be carried out under this Contract will confirm with general accepted professional standards and Engineering principles.

This warranty shall remain valid for twenty four months after the Final Acceptance or after 14.2 the date of arrival of Goods at the site, whichever period concludes earlier, unless specified otherwise in the special conditions of Contract. The Purchaser shall promptly notify the Supplier in writing of any claim arising under the 14.3 Warranty. Upon receipt of such Notice, the Supplier shall promptly but not later than 7 days of such 14.4 request repair or replace the defective Goods or part thereof, inclusive, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination and their installation. Without prejudice to Clause 13.3 and 13.4 above, the Supplier shall promptly correct, at 14.5 No. cost to the Purchaser, any defect in any work of correction performed pursuant to Clauses 13.3 and 13.4 above, upon receipt of written Notice of defect within 15 days from acceptance of the Notice for correction of the defect. If the Supplier, having been notified, fails to remedy the defect (s) in accordance with the 14.6

Contract, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier's expenses. The Supplier's Warranty pursuant to this Clause 13 is without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under Contract.

15. Payment

> 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Special Conditions of Contract.

> 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to Clause 9 and upon fulfillment of other obligations stipulated in the Contract.

> 15.3 Payments shall be made promptly by the Purchaser, but in case not later than sixty (60)

days after submission of an invoice or claim by the Supplier.

15.4 The currency or currencies in which payment is made to the Supplier under this Contract will be made in the currency or currencies specified in the Bid Form.

16. Prices

> 16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall Not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with Clause 3, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

17. Extensions in the Supplier's Performance

> Delivery and installation of the Goods shall be made by the Supplier in accordance with the Time/ Work Schedule, pursuant to the Special Conditions of Contract.

> 17.2 The Supplier may claim extension of the time limits as set forth in the Work Schedule in case of :

(a) Changes ordered by the Purchaser pursuant to Clause 2;

(b) Delay of any materials, drawing or Services which are to be provided by the purchaser (Services provided by the Purchaser shall be interpreted to include all approvals by the Purchaser under the Contract as well as access to the site);

(c) Force Majeure Pursuant to Clause 22.1 and;

(d) Delay in performance of work caused by orders issued by the Purchaser. The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavors to avoid or overcome such causes of delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay.

17.3 Notwithstanding Clause 16.2 above, the Supplier shall Not be entitled to an extension of time for completion unless the Supplier, at the time of such circumstances arising, immediately has Notified the Purchaser in writing of any delay that it may claim as caused by circumstances pursuant to Clause 16.2 above; and upon request of the Purchaser, the Supplier shall substantiate that the delay is due to the circumstances referred to by the Supplier.

18. Liquidated Damages

Subject to Clause 22, Force Majeure, if the Supplier fails to deliver any or all of the Goods of to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or

performance, up to a maximum deduction of the percentage specified in the Special Conditions of Contract. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 17, Termination for Default.

19. Termination for Default

19

- 19.1 The Purchaser may, without prejudice to any remedy for breach of Contract written Notice of default sent to the Supplier, terminate the Contract in whole or in part:
 - (a) If the Supplier fails to deliver any or all of the Goods / services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser, pursuant to Clause-15
 - (b) If the Supplier fails to perform any other obligations(s) under the Contract; and if the Supplier, in either of the above circumstances, does Not cure its failure within a period of the (10) calendar days (or such longer period as the Purchaser may authorize in writing after receipt of a Notice of default from the Purchaser specifying nature of the default (s).
- 19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 17.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods Not-with-standing the above, the Supplier shall continue performance of the Contract to the extent Not terminated.

20. Termination for insolvency

20.1 The Purchaser may at any time terminate the Contract by giving written Notice to the Supplier without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Not-with-standing the above, such termination will Not prejudice or affect any right of action of remedy which has occurred or will accrue hereafter to the Purchaser.

21. Termination for Convenience

- 21.1 The Purchaser may, by written Notice to the Supplier, 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 Purchaser's convenience, the extent to which performance of Supply of Goods under the Contract is terminated, and the date upon which such termination becomes effective.
- 21.2 The Goods which are complete and ready for shipment within thirty (30) days after the Supplier's receipt of Notice of termination shall be purchased by the Purchaser at the Contract prices and on the other Contract terms. For the remaining Goods, the Purchaser may elect:
 - (a) to have any portion thereof completed and delivered at the Contract prices and on the other Contract terms; and / or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials & parts previously procured by Supplier for the purpose of Contract, together with a reasonable allowance for overhead and profit.

22. Resolution of Disputes

- 22.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 22.2 If after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either part, may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract. The award shall be final and binding on the parties.

23. Applicable Law

23.1 The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan/Government of Sindh.

24. Force Majeure

In the event that the Supplier or any of its sub-Contractors, or the Purchaser is delayed in performance of any of its respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earth quakes, quarantine restrictions, and freight embargoes, such delay may be executed as provided in Clause-16, and the period of such delay may be added at the time of performance of the obligation delayed.

24.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such Condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance Not prevented by the Force Majeure event.

25. Assignment

25.1 The supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

26. Contract Language

- 26.1 The Supplier hereby represents that he has sufficient knowledge of English Language to understand fully the Contract. The Contract shall be in the English Language, except if otherwise specifically agreed in writing between the parties.
- 26.2 The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation.

27. Taxes and Duties

27.1 The Supplier shall be entirely responsible for all Taxes, Stamps duties and all other such levies imposed by the Government of Pakistan / Sindh.

28. Headings

28.1 Headings, whether of Clauses or of other parts of the Contract, are for reference only and are not be construed as part of the Contract.

29. Waiver

29.1 Failure of either party to insist upon stories performance by the other party of any provision of the Contract shall in No. way be deemed or construed to effect in any way the right of that party to require such performance.

30. Deduction of Income/Sales Tax

30.1 Income/Sales Tax will be deducted from the payment made to the Contractor at source as per the Income/Sales Tax laws amended to date.

SECTION - VI

SPECIAL CONDITIONS OF CONTRACT (S.C.C)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provision herein shall prevail over those in the General Conditions of Contract (GCC). The corresponding clause number of the GCC is indicated in parentheses.

1. Definition

- 1.1 The Purchaser is, Environmental Protection Agency, Government of Sindh, through its Director Admin. & Finance.
 - 1.2 The purchaser country is Pakistan.
 - 1.3 Eligible countries as notified by Government of Pakistan/Sindh.

2. Inspection and Tests (GCC Clause 06)

- 2.1 The following inspection and tests from time to time may be required by the Purchaser.
 - (a) Technical Specifications.
 - (b) Performance of Goods should be as per Warranty/Guarantee Card.
 - (c) All legal documents should be available on site/work place.

3. Indemnity (GCC Clause 10)

- 3.1 The indemnity provisions shall take into consideration the risks that apply during the various stages of execution of the Contract such as:
 - i. third parties;
 - ii. Supplier's facilities and Goods;
 - iii. Supplier's personnel (including its subcontractors);
 - iv. Purchaser's facilities and Goods, including the Goods.
 - iv. Purchaser's personnel.

4. Documents & Delivery (Instruction to bidder Clause 16)

- 4.1 For imported supplies/goods, immediately upon shipment of the Contract items from the port of shipment the documents listed below, must be mailed/faxed to the Purchaser:
 - i) One original and eight copies of detailed commercial invoices;
 - ii) Two original and eight copies of clean, on-board bill of lading;
 - iii) One original and eight copies of Packing Lists;
 - iv) One original and eight copies of Marine Insurance Policy;
 - iv) Manufacturer's or Supplier's warranty certificate:
 - v) One original and eight copies of Inspection Certificate, issued by the inspection agency so nominated by the purchaser, and the Supplier's factory inspection report:
 - vi) One original and eight copies of Certificate of Origin;
 - vii) Eight copies of shipping advice; and
 - viii) One original and eight copies of Consular Invoices.

Note: It is required that all copies of documents shall be legible; otherwise, photocopies of the original shall be furnished.

- 4.2 Supplies covered by this Contract shall be packed in such manner as would be adequate for ocean export shipment. Such packing must be sufficient to secure safe arrival at destination, fully covering such overseas ocean transport hazards as rough handling and possible corrosion due to exposure to salt, atmosphere, salt spray or open storage. For any losses or damages in transit, full compensation shall be paid to the Purchaser by the Supplier:
 - a) The contents of each shipping package shall be itemized on a detailed packing list showing quantity of Goods, gross and net weight and extreme outside dimensions (length, width & height) of each piece of container, Metric measure shall be used.
 - b) One copy of the detailed packing list shall be enclosed in each package to be shipped. There shall also be enclosed in one package eight copies of a Master Packing List, summarizing and identifying each individual package which is a part of the shipment.

In addition to	the	standard,	appropriate	shipping	marks,	the	following	shipping	marks
should be prop	erly	made on	all packages:						

Stipulated in the order:	
Contract No.	
Gross Weight (Kg)	
Net Weight (Kg)	

Dimension (Meters)

Contractor should not ship more than the Contracted quantity and the Purchaser shall not be held responsible for payment in the case of aforesaid excess quantity. The Contractor shall be responsible for all consequences of the excess shipment.

After delivery of Contracted Goods, the Supplier shall submit within fifteen (15) days the following documents to the Purchaser.

(a) Manufacturer's or Supplier's Warranty / Guarantee Certificate

(b) Copies of the Packing list identifying contents of each Package.

(c) Certificate of Origin.

- (d) Copies of the Supplier's Invoice showing Goods, Description, Quantity, Unit price and Total amount.
- (e) Inspection / Delivery Certificate issued by the Director Admin. & Finance, Environmental Protection Agency, Government of Sindh, Karachi

5. Work Schedule

5.1 Work schedule/manufacturing schedule along with installation schedule will be drawn in consultation with Project Implementation Unit and attached with Contract documents.

6. Country of Origin (GCC Clause-5)

6.1 Pakistan

7.

4.3

Transportation (GCC Clause-7)

7.1 For Goods supplied from outside the Purchaser's country:

Upon shipment, the supplier shall Notify the purchaser and Insurance Company by fax the full details of the shipment, including Contract number, description of Goods, quantity, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- original and two copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and two copies of Nonnegotiable bill of lading;
- iii) copies of the packing list identifying contents of each package;

iv) insurance certificate;

Manufacturer's or Supplier's warranty certificate;

vi) Inspection certificate, issued by the Nominated inspection agency, and the Supplier's factory inspection report; and

vii) Certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses."

7.2. For Goods from within the Purchaser's country:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- copies of the Supplier's invoice showing Goods description, quantity, unit price, and total amount;
- delivery Note, railway receipt, or truck receipt;
- iii) copies of the packing list identifying contents of each package;

iv) insurance certificate;

Manufacturer's or Supplier's warranty certificate;

vi) Inspection certificate issued by the Nominated inspection agency, and the Supplier's inspection report; and

vii) Certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses."

8. Payments (GCC Clause 15)

- 8.1 For Goods supplied from outside the Purchaser's Country, the Purchaser will pay to the Supplier as follows:
 - a) Upon signing of the Contract, the Purchaser shall establish a Letter of Credit in a Commercial Bank, acceptable to both the parties, in favor of the Supplier, in the amount representing 100% of the Foreign Components Cost of the Contract.

- b) The Purchaser shall also arrange with the Asian Development Bank for the letter's issuance of a qualified commitment for reimbursement directly to the advising bank in Pakistan of the said Letter of Credit.
- c) On Shipment: Seventy (70) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in bank in its country under the ADB commitment procedure, upon submission of documents specified in these Special Conditions of Contract.
- d) On Acceptance: Twenty Five (25) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.
- e) On Expiration of Warranty: Five (5) percent of the Contract Price of Goods received shall be paid within thirty (30) days upon expiration of the warranty period.

8.2 For Goods supplied from within the Purchaser's Country, the Purchaser will pay to the Supplier as follows:

- a) 100% of the Contractual value of each individual consignment upon delivery at the consignees end of the Goods against presentation of the following documents:
 - Copies of the Supplier's invoice showing Good's description, quality, unit price, and total amount of payment due.
 - ii) Manufacturer's Warranty Certificate.
 - Inspection Certificate issued by the authority nominated by the Purchaser.
 - iv) Certificate of the receipt of Goods issued by the consignee.
 - v) Certificate of Origin.
- b) Price charged by the Supplier for Goods delivered under the Contract shall not vary from the price quoted by the Supplier in the Bid Form.
- 8.3 The Purchaser will pay the Supplier directly for the costs of local handling, storage, transportation to site and installation services as follows (for Goods supplies from outside purchaser's Country):
 - (a) Upon Arrival of Goods at site: Fifteen percent (15%) of all such costs shall be paid to the Contractor within 30 days upon arrival of all the Goods on the site of installation.
 - (b) Upon 50 percent Completion of the Services: Forty percent (40%) of all such costs shall be paid to the Contractor within 30 days upon completion of (definition of physical stage corresponding to about 50 percent completion).
 - (c) On Acceptance: Forty percent (40%) of all such costs shall be paid to the Contractor within 30 days after Acceptance pursuant to Clause 13 of these General conditions of Contract; and
 - (d) On Expiration of Warranty: Five percent (5%) of all such costs shall be paid to the Contractor upon expiration of the warranty period.
- 8.4 The final payment (5%) to be made to the Supplier upon expiry of the warranty period, may be released at the time of acceptance against a bank guarantee or other acceptable security in favor of the Purchaser for such amount.

8.5 Shipment of Items:

- 8.5.1 All Contract items shall be shipped to the Karachi Seaport, and not to any other port, Purchaser reserves the right not to consider valid any shipment to a port of entry different from that stipulated, here nor shall it entertain any additional payment as a consequence of the mis-shipment.
- 8.5.2 The Contractor shall Notify the Purchaser by cable, as soon as possible, the following information regarding each shipment:
 - i) Contract Number.
 - ii) Items shipped.
 - iii) Numbers of Packages Shipped.
 - iv) Name of Ship.
 - v) Name of Shipping Lines and Pakistan Agent
 - vi) Bill of Lading Number.
 - vii) Port of Exit.
 - viii) Date of Shipment.
 - ix) Expected Date of Arrival at the Port of Entry.

This cable shall become part of the documentation.

9. Insurance Delivery and Commissioning of Goods (GCC Clause 11)

- 9.1 The Goods supplied under this Contract shall be delivered and risk is transferred to the Buyer after having been delivered, hence, insurance coverage is Suppliers responsibility. Since the Insurance is Suppliers responsibility they may arrange appropriate coverage.
 - on the Goods during transportation (including maritime risks), storage and installation;
 - (ii) on properties against fire, earthquake, floods, theft, strikes, riots;
 - (iii) on personnel workmen's compensation/employer's liability;
 - (iv) general third party liability;
 - (iv) use of, e.g., motor vehicle, helicopter, or other special types of liability cover.

10. Warranty (GCC Clause 14)

10.1 In partial modification of the provisions, the warranty period shall be of two (02) years after receiving the Goods.

11. Included Services

- 11.1 The following Service shall be covered:
 - (a) The Supplier shall deliver the Goods in assembled condition ready to operate at the consignee site.
 - (b) The Supplier shall install, demonstrate the Goods and its Operation at the consignee site.
 - (c) The Supplier shall ensure the supply of operational and service manuals and diagrams of Goods.
 - (d) The Supplier shall train the staff in use of Goods.

12. Resolution of disputes (GCC Clause-22)

12.1 In the case of dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication / arbitration in accordance with the laws of Islamic Republic of Pakistan/Government of Sindh.

13. Liquidated Damages (GCC Clause-18)

- 13.1 Liquidated damages shall be levied at the uniform rate of 2% per month or part thereof, which will be calculated on the basis of calendar month.
- 13.2 The penalty shall be only for the undelivered stores, except where the undelivered part hold-up the use of the delivered part.
- 13.3 The maximum penalty would be up to 10% of the Contract (Package) price.
- 13.4 The Purchaser may waive liquidated damages provide.
 - (a) there is no. physical or potential loss to the Purchaser.
 - (b) Rate of the stores have not gone down, Supplier is not responsible for delay in the supply of the Goods.

14. Spare Parts

- 14.1 Supplier will submit with contract document list of essential spare parts expected during warranty period.
- 14.2 Availability of the spare parts shall be ensured during the period of warranty / by the Supplier.

15. License & Permits

15.1 Any License / Permit required shall be arranged by the Contractor / Supplier for Local Purchases.

16. Control of Materials by the Purchaser

"All materials and Goods used in manufacturing by the Supplier pursuant to this Contract shall be received by the Supplier in the presence of the Purchaser and shall be inspected jointly by the Supplier and the Purchaser. The delivery and acceptance of all such materials and Goods shall be recorded in writing."

17. SPRA

17.1 In addition to all conditions laid down in this document, all Purchase Contracts shall also be governed as per SPRA Rules.

18. Notices

18.1 For the purpose of all notices, the following shall be addresses of the Purchaser and Supplier(s):

(a) PURCHASER:	Director	Admin.	&	Finance,	Environmental	Protection
	Agency,	Governm	ent	of Sindh,		
(b) SUPPLIER(S)						

CONTRACT FORMS (AGREEMENT)

	Date:
	Contract Name and No
Director Admin & Finance, Environmental Protection Ager Government of Sindh, Karachi	ncy,
WHEREAS	(hereinafter "the Supplier") has undertaken,
pursuant to Contract No	, to supply
	(hereinafter "the Contract").
furnish you with a security	pulated by you in the aforementioned Contract that the Supplier shall issued by a reputable guarantor for the sum specified ce with the Supplier's performance obligations in accordance with the
AND WHEREAS the undersigne	ed, legally domiciled, have (hereinafter "the Guarantor"), have
in	(hereinafter "the Guarantor"), have
agreed to give the Supplier a sec	urity.
up to a total of	that we are Guarantors and responsible to you, on behalf of the Supplier, and we undertake to pay you, upon your e Supplier to be in default under the Contract, without cavil or argument, s of as aforesaid, without your needing to ons for your demand or the sum specified therein.
This security is valid until the	day of
Name	
In the capacity of	
Signed	
	ne security for and on behalf of
Date	

CONTRACT FORMS (CONTRACT)

Environme	TRACT made on this
be	IEREAS the Purchaser is desirous that (name & nature of stores/articles / Designing / Model /) provided by the Supplier (hereinafter called "For the procurement of furniture and fixture, ing of vehicles office equipments.
") (AS MEN of articles in	TIONED BIDDING DOCUMENTS) and has accepted a Bid by the Supplier for the provision the sum of Rs hereinafter called "the Contract Price".
NO 1.	W THIS CONTRACT WITNESSETH AS FOLLOWS: In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2.	The following Documents shall be deemed to form and be read and Construed as part of this Agreement, viz, (a) the Bid Form and the Price Schedule submitted by the Bidder. (b) the Schedule of Requirements. (c) the Technical Specifications. (d) the General Conditions of Contract. (e) the Special Conditions of Contract. and (f) the Purchase's Notification of Award.
3.	In consideration of the Payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the articles to remedy defects therein in conformity in all respects with the provisions of the Contract. 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the articles and to remedy defects, the Contract Price of such other sum as may become Payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
IN WITNES	S WHEREOF the parties hereto have caused this Agreement to be executed in accordance spective laws the day and year first above written.
Signed, Sea	led & Delivered by the (for the Purchaser)
Signed, Sea	led & Delivered by the (for the Supplier)

CONTRACT FORMS (PERFORMANCE SECURITY)

	Date:
	Contract Name and No
Director Admin & Finance, Environmental Protection Agency, Government of Sindh, Karachi	
WHEREAS pursuant to Contract No	(hereinafter "the Supplier") has undertaken, dated, to supply (hereinafter "the Contract").
	by you in the aforementioned Contract that the Supplier shall issued by a reputable guarantor for the sum specified he Supplier's performance obligations in accordance with the
in	, legally domiciled (hereinafter "the Guarantor"), have
agreed to give the Supplier a security.	VIII COLLINGIA C
up to a total of Rupees we undertake to pay you, upon your first v Contract, without cavil or argument, any st	re Guarantors and responsible to you, on behalf of the Supplier, and written demand declaring the Supplier to be in default under the um or sums within the limits of as or to show grounds or reasons for your demand or the sum
This security is valid until the	lay of
Name	
In the capacity of	
Signed	
Duly authorized to sign the secu	urity for and on behalf of
Date	

CONTRACT FORMS (ADVANCE PAYMENT SECURITY)

	Date:
	Contract Name and No
Director Admin & Fina Environmental Protect Government of Sindh, Karachi.	
In accordance with the	payment provision included in the Contract, in relation to advance payments, (hereinafter called "the Supplier") shall deposit
with the Purchaser a s faithful performance of	security consisting of, to guarantee its proper and the obligations imposed by said Clause of the Contract, in the amount of
irrevocable to guarantee	, legally domiciled in after "the Guarantor"), as instructed by the Supplier, agree unconditionally and as primary obligor and not as surety merely, the payment to the Purchaser on its atsoever right of objection on our part and without its first claim to the Supplier, in any
	in valid and in full effect from the date of the advance payment received by the ract until,
Name	
In the capacity of	
Signed	
Duly authorized to	sign the security for and on behalf of
Date	

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number:	Dated:
Contract Value:	
Contract Title:	

[Name of Supplier/Contractor/Consultant] 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 Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] 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] [Supplier /Contractor/Consultant] SPPRA

CONTRACT FORMS (CONSIGNEE RECEIPT CERTIFICATE)

(To be completed by the Consignee)

1.	Continuation	on sheets attach	ed have been	received in go	ood condition and are	as per Contract
2.		have been broug			oucher Pa	ges.
3.					ct of deficiency breaka terms of the contract.	ge and/or freight
Item		Reason	Amount	Item	Reason	Amount
Station	n	Date		Signature		
Circle	of Area		Design	nation		

CONTRACT FORMS (DETAILS OF STORE RECEIVED)

Contra	ct No	of	
M/s			
Addres	s		
	Item No.	Specification	Quantity Received
o: .			
Signatu Designa			
Stamp			
Date	-		

SECTION - VIII

SCHEDULE OF SUPPLY

Quantity of	Description / Specification		-
docu		ixture, Hiring of vehicles, office equipments, short s per approved bid document to the above	
- No any	freight / transportation charge will be allow	ved / paid separately.	

Signature	
Designation	
Stamp	
Date	(



NO.SO (E) V-65/11 GOVERNMENT OF SINDH FOREST, ENVIRONMENT & WILDLIFE DEPARTMENT

Karachi dated 17th February, 2016

NOTIFICATION

NO.SO (E) V-65/16: In pursuance of Rule-7 of SPPRA 2010 a procurement committee comprising on the following is hereby constituted for procurement process under Rule-31 of Sindh Public Procurement Regulatory Authority Rules 2010 for Redressal of grievances and settlement of disputes:-

 Additional Director C 	General,	EPA.	Sindh.
---	----------	------	--------

Representative from Accountant General Sindh.

3 Independent professional from the relevant field Concerning the procurement process in question, to be nominated by the Director General of EPA Sindh Chairman

Member

Member

The terms and references of the committee will be as under:-

- Prohibit the Consultant Selection Committee for procurement of Consultancy Services ·a) Procurement Committee for Goods and Non-Consulting Services from acting or deciding in a manner, inconsistent with procurement guidelines of World Bank.
- b) Annual in whole or in part, any unauthorized act or decision of the Consultant Selection Committee for procurement of Consultancy Services/procurement Committee for Goods and Non-Consulting Services and.
- c) Reverse any decision of the Consultant Selection Committee for procurement of Consultancy Services/procurement Committee for Good and Non-Consulting Services of substitute its own decision for such a decision that the Compliant Redressal Committee shall not make any decision to award the contract.

RIZWAN MEMON SECRETARY TO GOVT, OF SINDH

Karachi dated 17th February, 2016

-NO.SO (E) V-65/16

A copy is forwarded for information & necessary action to:

Secretary, Finance Department, Govt. of Sindh, Karachi.

Managing Director, SPPRA, Govt. of Sindh, Karachi.

3. The Accountant General Sindh, Karachi.

4. The Director General, Environmental Protection Agency, Sindh, Karachi.

5. The Chairman / Members of the Committee.

6. P.S to Minister for Environment Department, Govt. of Sindh, Karachi.

7. P.S to Secretary, Forest, Environment & Wildlife Department, Karachi.

8. The D.D.O / Accountant Forest & Wildlife Department.

(Syed Nisar

Section Officer (G) or secretary to Govt. of Sindh

FOREST, ENVIRONMENT & WILDLIFE DEPARTMENT



Karachi dated the 02nd May 2016

NOTIFICATION

NO.SO(E)V-65/15: In pursuance of rule-7 of SPPRA 2010 a Procurement Committee, comprising on following is hereby constituted for procurement, executing & implementing the SNE 2015-16 of Environment Protection Agency, Government of Sindh: -

> Director (Admin & Finance) Environmental Protection Agency

Chairman

Representative from Industries Department (Not Below the rank of BPS-18 officer)

Assistant Director (Technical) Environmental Protection Agency Member

TOR's of the committee in observation of Rule 8 of SPPRA are as under :-

- Preparing bidding documents.
- Carrying out technical as well as financial evaluation of the bids.
- Preparing evaluation report as provided in Rule 45.
- Making recommendations for the award of contract to the competent authority.
- Perform any other function ancillary an incidental to the above.

-RIZWAN MEMON-Secretary to Govt. of Sind Karachi dated the 02nd May 2016

NO.SO(E)V-65/15

A copy is forwarded for information & necessary action to :-

- 1) Secretary (Finance), Department Govt. of Sindh, Karachi.
- 2) Managing Director, SPPRA, Govt. of Sindh, Karachi.
- 3) The accountant General Sindh, Karachi.
- 4) The Director General, Environmental Protection Agency, Sindh, Karachi.
- 5) The Chairman / Members of the Committee.
- 6) P.S to Minister for Environment Department, Govt. of Sindh, Karachi.
- 7) P.S to Secretary, Forest, Environment & Wildlife Karachi.
- 8) The DDO / Accountant Forest & Wildlife Department.

SECTION OFFICER (G)

For Secretary to Govt. of Sindh

Environment Prospetion Agency Government of Singh



yderabad

مارج. 2017ع



انوائرنمينتل پروٽيڪشن ايجئنگي. گورنمينت آفسنڌ

پلات نمبر. 1/2-57, سيڪٽر-23, ڪورنگي انڊسٽريل ايريا شان چورنگي ڪراچي. فون: 021-35065637

No. EPA/01/AC-SNE/2017

Dated: 09-03-2017

ٽينڊر گھرائڻ جو نوٽيس

سنڌ انوائرنمينٽل پروٽيڪٽن ايجنسي، گورنمينٽ آف سنڌ، ڪراچي، حيدرآباد، سکر، ميرپورخاص ۽ لاڙڪاڻي ۾ ايڪيوپمينٽس ۽ فرنيچر سميت فزيڪل ايسٽس جي خريداري ۽ مشينري ايڪيوپمينٽس جي مرمت ۽ سارسنيال ۽ عوامي جاڳرتا جي سرگرمين لاءُ رجسٽرڊ فرمن/ايجنسين/ٽيڪيدارن کان ٽينڊر گهرائي ٿي.

شرط ۽ ضابطا:

- . واك عمل "سنگل استيج-ون اينويلپ" طريقيكار موجب ايس پي پي آر اي رول 2010 ترميم ٿيل 2013 تحت منعقد كيو ويندو.
 - . دلچسپي رکندڙ ڌرين/فرمن/ئيڪيدارن کي هيٺيان ڪاغذ جمع ڪرائڻ گهرجن.
 - a) اين تي اين سرنيفڪيٽ جي ڪاپي.
 - المنذ روينيو بور ((SRB) و تان سيلز تيكس سرتيفكيت جي كايي.
 - c) لاڳاپيل شعبي ۾ تجربي جي سرٽيفڪيٽ جي ڪاپي (گهٽ ۾ گهٽ 3 سال).
 - ل) ببلك سيكتر بر تجربي جي سرٽيفكيٽ جي ڪاپي (گهٽ بر گهٽ هَڪ پروجيڪٽ).
- ا حلفنامي تي لکت تـ فرم کي ڪنهن کاتي ۾ ڪڏهن بـ بليڪ لسٽ نـ ڪيو ويو
 آهي ۽ لکت تـ فرم ڪم کي ڪرڻ جي گنجائش رکي ٿي.
 - . الأَكِابِيل كاغذن كانسواه بي جمع كرايل معلومات جي صورت ۾ واك ناقابل قبول هوندا.
 - واك ديندڙن كي جملي واك رقعر جو %1 (هڪ) واك ميكيورٽي جمع كراڻڻ گهرجي.
- دلجسيى ركندر واك ديندر واك كاغذايس پي پي آر اي ويب سائك تي اين آه ئي جي تشهر واري تاريخ كان وائريكتر الايمن ايند فنانسي انوائرنميندل پروتيكشن ايجنسي، گررنميند آف سنڌ كراچي كي لكت درخواست جي جمع كرائڻ سبيت وائريكتر الايمن ايند فنانس انوائرنميندل پروتيكشن ايجنسي، گورنميند آف سنڌ كراچي جي حق بر 500 ريين جي يي آرير جي ادائكي (ناقابل واپسي) هيئين الدريس تان 2017- 20 ائرن آفيس وقت دوران حاصل كري سكهن تا.
- . . واك كاغذن جي جمع كرائڻ جي آخري تاريخ 2017-04-03 تي منجهند 12:30 وڳي تائين آهي ۽ واكساڳئي ڏينهن منجهند 1:30 وڳي هيٺين الدريس تي پروكيورمينٽ كميٽي جي ميمبرن ۽ شركت كندڙ فرمن جي نمائندن جي موجود گي پُر كوليا ويندا.
- . کاتو واک جي کنهن حسي يا ان کي مڪمل طور مُنظور يا رد ڪرڻ جو حق محفوظ رکي ٿو ۽ واک عمل کي روڪڻ ۽ سنڌ پهلڪ پروڪيئر مينٽ رولز 2010 (ترميم ثيل 2013) جي تشريعات موجب ئيڪو ڏيڻ کان اڳ ڪنهن به وقت تي سمورن واکن کي رد ڪرڻ جو حق محفوظ رکي ٿو.

دائريكتر ائدمن ايند فنانس، انوائر نمينتل پروٽيكشن ايجنسي گورنمينت آفسنڌ، كراچي

INF/KRY.No.1183/2017



017

داکتر میدید میدید

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ی سند و تعلیم جی بهتری لاد جلس و بنه توجویها در ایک



ياتي تبديلي ۽ ساحلي ترقيء وارو کاتو

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14

كراچي آفيس لاء ايس اين اي_17_620 تحت رحسترد فرمز / ايجنسيز / كانتريكترز سچر ۽ آفيس ايڪويمينٽ / مشيئري جي پروڪيورهيئٽ لاءِ پرويوزل گهرائجن ٿا

الم ال

ني ، تن فيل

بدنگ پروسيس "سنگل استيج _ بن لفاقن واري پروسيجر" ايس يي پي آر اي رول 2010 (درمير ثيل 2013) تحت هلايا ويندا

شامل ثين لاء بارتين / فرمن / ئيكيدارن كي هيئين دستاويزات جمع كرائشا يوندا

(اي)

سنڌ ريوينيو بورڊ (ايس آر بي) وٽان سيلز ٽيڪس سرٽيفڪيت جي ڪاپي. ساڳئي شعبي ۾ (گهت ۾ گهت 3 سالن) جي تجربي واري سرٽيفڪيت جي ڪاپ ڪٽر ۾ (گهٽ ۾ گهٽ هڪ پروجيڪٽ) جي تجربي واري سرٽي

يمپ پيپر تي هڪ عهد نامو ته فرم ڪنهن به پيارٽمي (اي)

آهي ۽ عهد نامو د فرم ڪر ڪرڻ جي طاقت رکي ٿي

تاويز كانسواء كابر معلومات جمع كرائن واري بد 3

.4 .5 كل بدرقع جو 5 سيكڙو بد سيكيورتي جمع كرائشي پوندي.

دلچسپي رکندڙ بڊرن بڊنگ دستاريزات هن نوٽيس جي شايع ٿيئ جي داريخ کان ايس پي پي آراي جي ويب سائيت يا سيڪشن آفيس انوائرمنٽ، ڪلائيميٽ چينج مثّل ڊيولپمينٽ ڊپارٽمينٽ، حڪومت سنڌ ڪراچي جي نالي ئي درخواست سان گڏ _/500 رييا (موٽ جوڳا نر) جو پي آرپر ٽالي سيڪشن آفيد انوائرمنت، كالثيميت چينج ايند كوستل ديرليمينت دپارتمينت، حكومت سنڌ كراچي هينين پتي تي 2017. 15.03 كان 2017. 03.04 تائين آفيس وقت درران حاصل كري سگهن تا.

ع ڪرائڻ جي آخِري تاريخ 7 04.201 03.04 تائين آهي ۽ بد ساڳئي ڏينهن تي 12:30 وڳي تائين هيلين پئي تي فرمزجي مجاز نسائندن ۽

بروكبورمينت كميتي جي ميمبرن أدو كوليا ويندا دېارتمينت. سنڌ پبلڪ پروڪيورمينت رولز 2010 (ترميم ٿيل 2013) جي تحد بد جي حصي يا پوري بد كي ۽ سالياني بدنگ واري عمل كي قبول يا رد ۽ ٽيڪ ڏيڻ كان اڳ ڪهڙي بر وقت سڀني بدنگ كي رد ڪرڻ جو حق پاڻ وٽ ركي ٿو

ن آفیلسر(جي)

تواثرمنت، كلائيميت چينج ايند كوستل ديولهمينت دپارتمينت. حکومت سنڌ کراچي

هتو: اتواثرمنت، كلاثيميت چينج ايند كوستل بيولهمينت بهارتمينت.

حكومت سنڌ كراچي پلات نمبر: ST_2/1. كتر 23. كورنكى أندستريل ايريا, شان چورنكي، كراچي. فرن:021_35065637

INF/KRY.NO.1175/2017



طراجي أفيس لاءايس اين اي 17_2016 تحت رحسترة فرمز / ايجنسيز / كانتريكترز چر ۽ آئيس ايڪريمينٽ / مشيئري جي پررڪيورمينٽ لاءِ پرويوزل گهرائجن تا.

بدنگ بروسیس "سنگل استیج _ بن لفاقن واری بروسیجر" ایس بی بی آر ای رول 2010 (ترميد ليل 2013) تحت علايا ويندأ

شامل ثين لاه بارتين / فرمن / ئيڪيدلون كي هيئين دستاريزات جمع ڪرالاغا بوندا

اين تي اين سرتيفڪيت جي ڪابي. 4

(بي) منذ رورينيو بورو (ايس أربي) وتان سياز تيكس سرتيفكيت جي كابي. (سي) ساكتي شعبي ۾ (گهت ۾ گهت 3 سالن) جي تجربي واري سرتيفڪيت جي ڪام ببلك سيكتر بر (كهت بر كهت هك بروميكت) جي نجربي واري سرليفكيد

تيسب بيبرتي هك عهد تامو د فرم كنهن به بهارتمينت طرفان بليك استد

آهي ۽ عهد تامو د فرو ڪر ڪرڻ جي طاقت رکي ٿي. متعلق دستاويز کائسول ڪاپ معلومات جمع ڪراڻڻ واري بد کي 3

> بدركي كل بدرقد جر 5 سيڪڙو بد سيڪيورٽي جمع ڪراڻڻي پرندي. 5

دلجسیس رکندؤ بیرن بدنگ دستاریزات من نرتیس جی شایع ثین جی داریخ کان ایس بی بی آرای جی ریب سالیت یا سیکشن آفیس اتراثرمنت. کلاتیست جینج رسن بيرسيب بيرسيت حصومت مند طرايي جي تاقي تي لکيل درخواست سان گلا _/500 ريها (مرت جرا) نما جريي أور نائي سيڪشن افيسس اثرار منت. كائيسيت چينج ايند كرستل بيرانسينت بهارتسينت. حكومت سنڌ كرايجي هيئين بني تي 703 ـ 15.03 كان 703 ـ 03 ـ 04 ـ 03 نائين آفيس وقت دوران حاصل كري سكهن تا. ايند ڪرميٽل ديرلهمينٽ ديارٽميٽ، حڪومت سنڌ ڪراهي جي ٽالي تي

بدتگ دستاريزات جي جمع ڪراڻڻ جي آخري تاريخ 03.04.2017 تائين آهي ۽ بد ساڳئي ڏينهن تي 12:30 وڳي نائين هيٺين پٽي تي فرمز جي مجاز نسائندن ۽ پروڪيورمينٽ ڪميٽي جي ميسين آڏو کرايا ويندا

دېارتمينت. سنڌ بېلڪ پروڪيورمينت رواز 2010 (ترميم ثيل 2013) جي ته بذ جی حصی یا پوزی بد کی ۽ سالیاتی بدنگ واري عمل کي قبول يا رد ۽ نيڪ ڏيڻ کان آڳ ڪهڙي بدوقت سيني بدنگ کي رد ڪرڻ جو حق ياڻ وٽ رکي ٿر

سيكشن آفيسر (جي)

اتواثرمنت، كالايميث چينج ايند كرستل ديولهمينت ديار تمينت. حكومت سنڌ كراچي

يتر: الرائرمنة. كالليمية جينج ايند كرستل بيرليمينت ببارتمينة. حطرت ند کرایی پلاد نمبر: ST .. 2/1 ...

عدر 23. كورتكي أتدستريل أيزيا. شان جورنكي كزاجي الد: 35065637

INF/KRY NO.1175/2017

كريشن كان الكان كريع إسان دهشتكردي خلاف معجد أهيرن الذابات علمي ه ينهمجو يبعاو لكي ١٩٦٥ لاتي ايس ابعر أبس فطرم