



SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LTD.

NOTICE INVITING TENDER

STDC intends to award project on turnkey basis for the development and renovation/partitioning of its office premises spread over an area of 3,100 Sqft. Approx.

Applications are invited from the firms/contractors/companies having experience in the areas of civil work/interior designing, decoration, finishing, plumbing, electrical, air conditioning, furniture, fixtures and other allied work related to the office. Interested bidders may collect detailed bidding documents from the office of the undersigned upon furnishing pay order/demand draft of PKR 1,000/- only (non-refundable) in favor of "Sindh Transmission & Dispatch Company (Pvt.) Ltd."

Method of Procurement: Single Stage One Envelope bidding procedure.

Estimated Cost of the Project: PKR 5,000,000/- Maximum.

Requirements/description for a dynamic and creative amenities (which is not an exhaustive list) can be found in the bidding documents. The interested firms/contractors/companies are required to submit their bids along with the documents/information/samples as mentioned in the Eligibility Criteria of the bidding documents along with filled BOQs for Financial Proposal. STDC reserves the right to reject all/any bid.

STDC may ask for the site visits of any of the previous projects completed. Standard quality furniture of modern life office having dynamic and creative designs to be fitted.

A pre-bid meeting will be conducted on 03-10-2017 at 11:00 am in the presence of interested bidders.

Bid collection/Inspection of the premises: 10:00 a.m. till 5:00 pm from the date of publication till the last date for bid submission.

Last date for Bid submission and time: 13-10-2017 (11:00 a.m.)

Bid opening date and time: 13-10-2017 (11:30 a.m.)

Procurement Committee
Sindh Transmission & Dispatch Company (Pvt.) Limited
3rd Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Karachi.
Telephone: 021-99207132-33-34



SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED
ANNUAL PROCUREMENT PLAN (WORKS/GOODS/SERVICES)
PROCUREMENT PLAN FOR THE YEAR JULY 2017 – JUNE 2018

S. No.	Description	Qty	Estimated Unit Cost	Estimated Total Cost	Funds Allocated	Source of Funds	Proposed Procurement Method	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Remarks
1	132 kV Transmission Line Project	1	730 Mn (Variation)	2,030 Mn	2,030 Mn	Govt. of Sindh	Two stage two envelope	√	√	√	√	
2	Operations & Maintenance	1	190 Mn	190 Mn	190 Mn	√	Single stage two envelope	√	√	√	√	
3	Environmental consultant	1	1.5 Mn	1.5 Mn	1.5 Mn	√	Single stage two envelope	√	√	√	√	
4	Consultant for Compliance of ISO & OHSAS	1	1.5 Mn	1.5 Mn	1.5 Mn	√	Single stage two envelope	√	√	√	√	
5	Legal Consultant	1	1.2 Mn	1.2 Mn	1.2 Mn	√	Single stage two envelope	√	√	√	√	
8	Desktop PC/Laptops, Printers with Softwares	10	0.10 Mn	1.0 Mn	1.0 Mn	√	Single stage two envelope	√	√	√	√	
9	Photocopier Machine	1	0.5 Mn	0.5 Mn	0.5 Mn	√	Single stage two envelope	√	√	√	√	
10	Stationary		0.2 Mn	0.2 Mn	0.2 Mn	√	Quotation	√	√	√	√	
11	Spares, Tools, PPEs, Consumables, Material for O&M	-	-	17 Mln	17 Mln	√	Single stage two envelope	√	√	√	√	
12	STDC Office design, development, renovation/partitioning on turnkey basis	-	-	5 Mln	5 Mln	√	Single stage one envelope	√	√	√	√	





Karachi, dated: September 06, 2017

NOTIFICATION
PROCUREMENT COMMITTEE

The Head of Department of Sindh Transmission & Dispatch Company (Pvt.) Limited (STDC) is pleased to constitute a **Procurement Committee** for the design, development and renovation/partitioning of STDC office premises on turnkey basis, comprising of the following members:

- | | | |
|------|--|----------|
| i. | Mr. Tariq Saeed
Sr. GM – Technical, STDC. | Chairman |
| ii. | Mr. Sajjad Ahmed Junejo
General Manager – Finance, STDC. | Member |
| iii. | Mr. Saleem-Ur-Rehman
Assistant Controller
Stationary & Forms Office,GoS. | Member |

Terms of Reference of Committee are as under:

- To prepare bidding documents.
- To carry out technical as well as financial evaluation of bids.
- To prepare Evaluation Reports as provided under SPPRA rules.
- To make recommendations for the award of contract to the Competent Authority, STDC and perform any other function ancillary and incidental to the above.


REHAN HAMID
CHIEF EXECUTIVE OFFICER


Copy to:

- All Members of Procurement Committee.
- PS to Secretary, Energy Department.
- Office Order File.

Karachi, dated: September 06, 2017

NOTIFICATION
COMPLAINT REDRESSAL COMMITTEE

The Head of Department of Sindh Transmission & Dispatch Company (Pvt.) Limited (STDC) is pleased to constitute a **Complaint Redressal Committee** for the design, development and renovation/partitioning of STDC office premises on turnkey basis, comprising of the following members:

- | | | |
|------|---|----------|
| i. | Mr. Abu Bakar Ahmed Madani
Director General, Sindh Coal Authority
Energy Department, GoS. | Chairman |
| ii. | A representative of Accountant General Sindh, Karachi | Member |
| iii. | Syed Akhtar Hassan Kazmi
A technical expert (Independent Professional). | Member |

Terms of Reference of the Committee are as per Section 31 of the Sindh Public Procurement Rules, 2010, amended from time to time.


REHAN HAMID
CHIEF EXECUTIVE OFFICER


Copy to:

1. The Accountant General Sindh, Karachi with a request to nominate a suitable officer.
2. All Members of Complaint Redressal Committee.
3. PS to Secretary, Energy Department.
4. Office Order File.



Sindh Transmission & Dispatch Company (Pvt.) Limited

Sindh Transmission & Dispatch Company (Pvt.) Limited

Tender Document

**For the development and renovation/partitioning of
STDC office premises on turnkey basis**

“Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

“Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the STDC to establish prices at artificial, non-competitive levels for any wrongful gain;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Sindh;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“Mis-procurement” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2009 or Sindh Public Procurement Rules 2010 amended from time to time, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

1 INVITATION FOR BIDS (IFB)

Sindh Transmission & Dispatch Company (Pvt.) Limited (STDC) invites proposal for the award of project on turnkey basis for the development and renovation/partitioning of its office premises located at 3rd Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Karachi.

Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 amended from time to time, issued thereunder (“SPPRA”) which can be found at www.pprasindh.gov.pk. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 amended (2013).

This Tender Document includes the following Sections:

- Instructions to Bidders (ITB)
- Special Conditions of Contract
- Scope of Work
- Financial Proposal
- Eligibility Criteria

Proposals must be submitted at the below mentioned address:

SECRETARY PROCUREMENT COMMITTEE
SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED
3rd FLOOR, STATE LIFE BUILDING NO.3,
DR. ZIAUDDIN AHMED ROAD, KARACHI
PH: 021-99207132-33-34

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and STDC must be written in English. [SPPRA Rule 6 (1)]

2.4.4 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non-responsive.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Forms for Financial Proposal are available in Section [4].

2.4.6 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

2.4.7 Bid Security

The STDC shall require the bidders to furnish the Earnest Money/Bid Security of 2% of the bid price, in shape of Pay Order/Demand Draft/Irrevocable Bank Guarantee acceptable to the bank in favor of "Sindh Transmission & Dispatch Company (Pvt.) Limited", which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the STDC reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the STDC as non-responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [2.7.4]; or

calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by STDC after the deadline for submission of bids prescribed by STDC pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)] .The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

2.5.6 Withdrawal of Bids

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by STDC prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. STDC may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. STDC shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. STDC shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

STDC has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the STDC during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

- Selection method adopted by the STDC; [SPPRA Rule 33 (1)]
- Decision by the STDC under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by STDC

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, STDC may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.6.3 Preliminary Examination

STDC will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

STDC may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of STDC.

If a bid is not substantially responsive, it will be rejected by STDC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Eligibility Criteria

Mentioned in the Special Conditions of the Contract. [refer section 6]

2.6.5 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, STDC may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

The Performance Security forms at Annexure “B” shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by STDC and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier’s performance obligation under the Contract.

2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this TD.

2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [6] of this TD.

2.7.8 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with STDC. *[Specimen is attached in Annexure “C”]* [SPPRA Rule 89]

2.7.9 Non Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with STDC.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.
- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the STDC or the Supplier may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Bidder shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to contract agreement, this Contract shall expire at the end of such time period after the Effective Date as specified in the agreement.

5.1.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

5.1.13 Ownership

The equipment in the office premises shall at all times remain the exclusive property of STDC.

5.1.14 Obligations of the Supplier

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

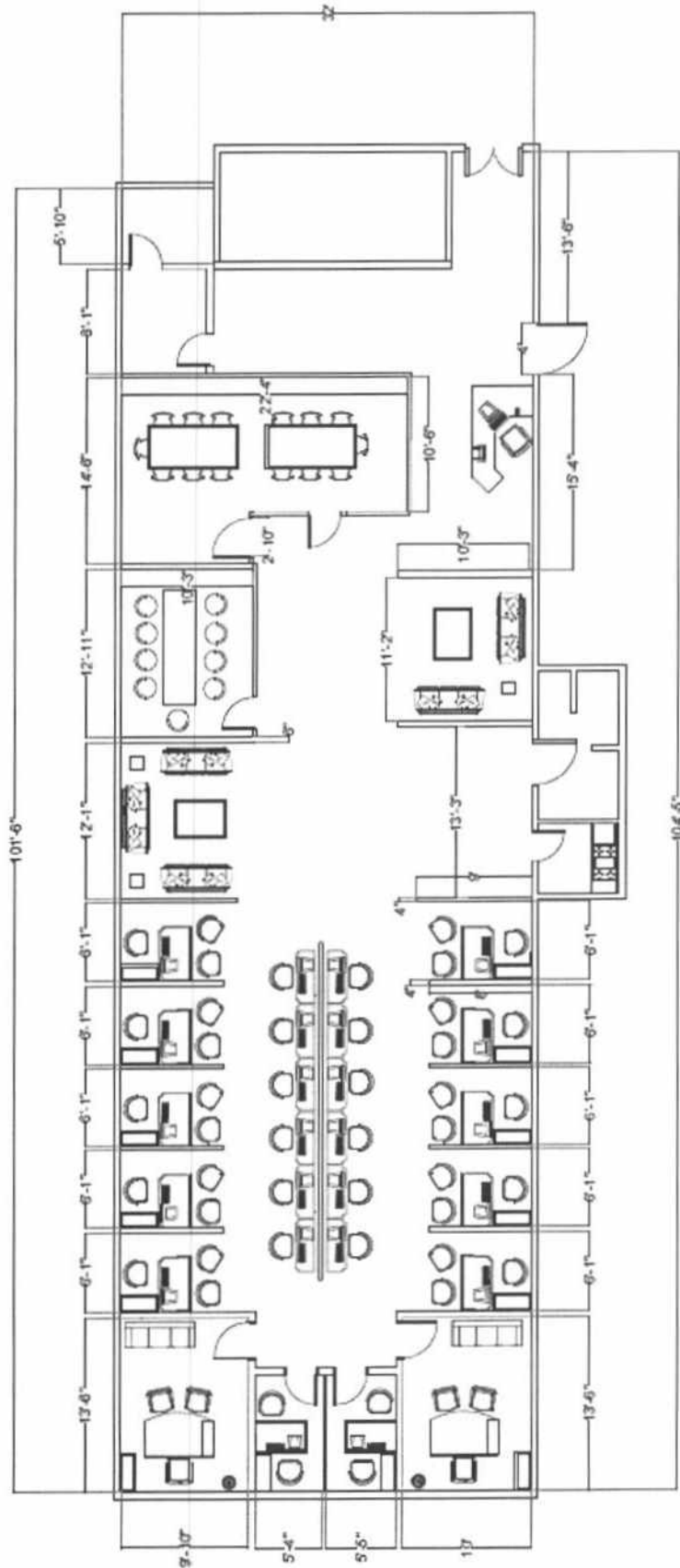
5.1.14.1 Conflict of Interest

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

5.1.14.2 Confidentiality

Except with the prior written consent of the STDC, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

6.2 Proposed Layout



8	Cable management system -Cable tray	800Lx120D	Powder coated mater cable tray	35	set		
9	Cable management system -Vertebra	φ60x725H	Plastic vertebra	19	set		
10	Flipper box	500Lx120Dx2 7H	powder coated metal flip top	35	set		
11	Bar counter	2700Lx750Dx 900H	MFC veneer bar counter with metal frame	1	set		
12	Manager chair (PU)	605Wx660Dx 1150-1250H	PU Executive chair with dual hydraulic system and height adjustment	2	pcs		
13	Conference chair (PU)	610Wx620Dx 960H	PU visitor chair with PP arm rest and metal frame	4	pcs		
14	Manager chair -Mesh	645Wx655Dx 1130-1260H	Mesh Manager chair with PP arm rest with single locking and nylon base and caster	10	pcs		
15	Staff chair/visitor chair -Mesh	645Wx655Dx 950-1050H	Mesh workstation chair with PP arm rest with single locking and nylon base and caster	40	pcs		
16	Conference chair -Mesh	645Wx655Dx 960H	Mesh visitor chair with PP arm rest with metal frame	16	pcs		
17	3 seater fabric sofa	1850Wx720D x720H	Fabric sofa with high density foam and wood frame with steel legs	2	pcs		
18	3 seater sofa	1900W*840D *690H	PU sofa with high density foam and wood frame	8	Pcs		
19	Bar stool	41Wx46Dx80 H	PU seated bar stool with metal frame	10	pcs		

4	Electrical work	<p>Cable management</p> <p>Electrical supplies</p> <p>Panel sockets</p> <p>ceiling lights</p> <p>Internet cabling</p>	<p>6mm electric cable for Aircondition</p> <p>2.5mm electric cable main line</p> <p>1.5 mm electric cable for lights with standard quality board and switches</p> <p>Show lights hanging with hanging channel</p> <p>Cat6/7 internet cable with microlink connector. Manageable switch 2970/2960 100MBPS</p>	
5	Appliances	<p>3 standing units 4 ton AC</p> <p>3 split AC 1 ton</p> <p>1 Microwave oven</p> <p>Refrigerator</p> <p>Dispenser</p> <p>1 Stove</p>	<p>AC standing and Split</p> <p>20L Microwave</p> <p>52L single door refrigerator</p> <p>Water dispenser</p> <p>3 Hob Stove</p>	
6	Telecom	PABX Cable management only	<p>3 Distribution box</p> <p>28 IO Connector</p> <p>10 mm telecom supportive cable main to distribution centre</p> <p>telecom supportive cable from distribution centre to Telephone sets</p>	
7	UPS	6 KVA High frequency Online UPS	<p>6 KVA High Frequency Online UPS. Rating : 6 KVA (4.8 KW) Technology : True On-Line , Pure Sine Wave Double conversion Phase : Single Phase in & Single phase out. Power Factor : >0.8 Input Voltage : 165 ~280 VAC Single Phase Input Frequency Range : 50Hz : (45~55Hz) ; 60Hz :(55Hz ~65Hz) Generator Support Power Factor Output : >0.98 Output Voltages : 220 Vac Single-phase Output Frequency Range : Frequency Regulation 50/60Hz +-0.05Hz Voltage Distortion : Linear Load <3% , Non-Linear Load <6% Overload Capacity : 110% ~ 150% for 30sec, > 150% for 200ms Current Crest Ration : 3:1 Transfer Time (AC to DC) : 0ms (AC mode → Battery Mode) By-Pass Mode : Built-in + AVR Sound Level : < 50 DBA Back-Up Time : 10 ~ 15 min Battery Voltage : 120VDC Charge Time : 5 Hours to 90% of Capacity after full load Discharge</p>	

6.4 Inspection

Bidders may inspect the premises – 10:00 a.m. to 5:00 p.m. on the working days (Monday to Friday).

6.5 Pre-Bid Meeting

A pre bid meeting will be conducted to brief the bidder about requirement of necessary amenities, in the premises and clarification of bidder's inquiries if any. Bidders may submit bids after visiting the office premises and obtaining basics and requirements of STDC in the pre-bid meeting.

6.6 Bid Information

Based on the information and requirement provided by the STDC in the pre bid meeting, Bidders will be required to propose a model of premises fulfilling the requirements of STDC in the technical proposal with sample of products to be used in the construction of premises with detailed BOQs.

6.7 Bid Presentation

Presentation would be required from the bidders on complete development scheme and material to be used for construction after bid opening.

Presentations on the proposal would be required from the firms/parties/contractors at any time after 3 days of opening of bid, the time and date will be communicated to the bidders.

6.8 Eligibility Criteria

The interested firms/contractors/companies are required to submit their bids along with the following documents/information/samples:

- a) Name of the firm / contractor / company address and telephone number/email address/fax number and name of the key personnel.
- b) Details of similar works and cost in hand, completed during last 5 years with completion certificates.
- c) Details of similar current works and cost in hand with proof (enclose copies of work order).
- d) Financial status with proof of last 3 year's Audited financial Statement and Bank statement.
- e) Registration with relevant authorities for NTN, GST & SRB.
- f) Affidavit for the effect that the firm / contractor / company is not involved in litigation with any Department (Government / Semi Government, Autonomous Bodies, Private Companies or any other Client).
- g) An undertaking on stamp paper by the firm / contractor to the effect that "Neither the Firm / contractor nor its Directors / stakeholders as a whole or as a part of the company / Organization" have ever been blacklisted / defaulted with any Government Agency / Department Organization and also that the information supplied by the firm / contractor is correct in all respect.
- h) STDC may ask for the site visits of any of the previous projects completed.
- i) Standard quality furniture of modern life office having dynamic and creative amenities to be fitted.

Annexure "A"

7. SPECIMEN OF CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 201 ____ between _____ (hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Letter of Acceptance;
- (b) The completed Form of Bid along with Schedules to Bid;
- (c) Conditions of Contract & Contract Data;
- (d) The priced Schedule of Prices/Bill of quantities (BoQ);
- (e) The Specifications; and
- (f) The Drawings

3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

Annexure “B”

8. SPECIMEN OF PERFORMANCE SECURITY

PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the

Annexure “C”

9. SPECIMEN OF INTEGRITY PACT

INTEGRITY PACT

(This Integrity Pact Form should be on the stamp Paper valuing Rs. 100/- submitted by the successful Bidder with attestation of Notary Public.

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE
SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00
MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

[name of Contractor] 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.