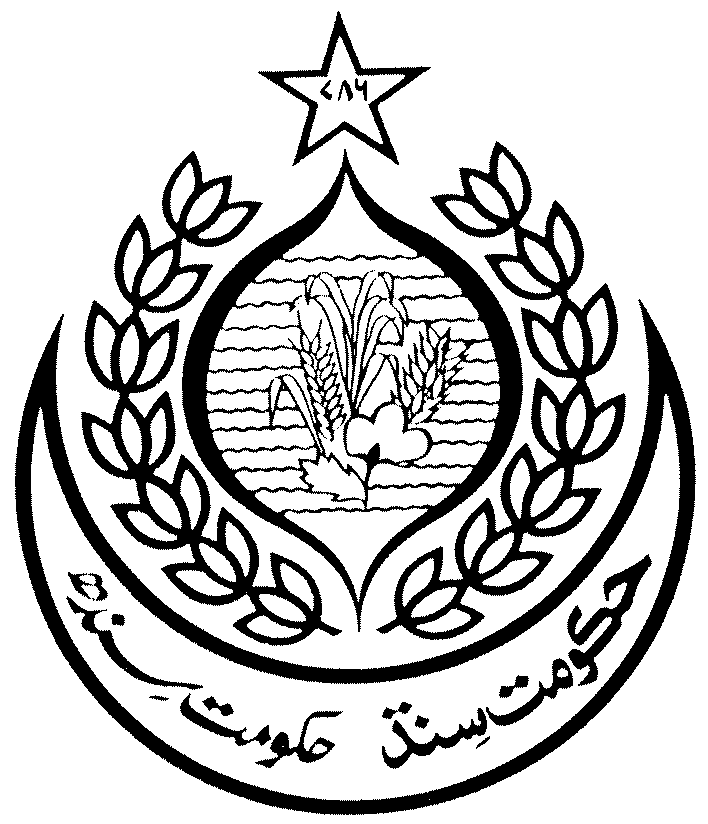
****

**Government of Sindh**

**Environmental Protection Agency,**

**Government of Sindh.**

**Karachi**

Bid Ref: No. Karachi dated the

**Bidding Document**

For

**NOTICE INVITING TENDER**

**OFFICE SPACE REQUIRED ON RENT**

**For Establishment of District offices at**

**Ghotki, Dadu, Khairpur, Shaheed Benazirabad, Sanghar, Thatta, Kashmore, Tharparkar, Badin , Naushehroferoze Mirpurekhas and Larkana**

*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 : 19-11-2017 at 12:00 pm

.

Date of Bid Opening : 19.11.2017 at 12:30 pm

Environmental Protection Agency

Government of Sindh, Karachi.

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

Karachi

|  |  |
| --- | --- |
| 123  **Phone:** 021-35065637  **Fax: 021-35065940** | ***NO.EPA/ - /ADMN/2016***  ***ENVIRONMENTAL PROTECTION AGENCY***  ***GOVERNMENT OF SINDH***  ***PLOT No. ST-2/1, Sector – 23, Korangi Industrial***  ***Area, Shan Chowrangi, Karachi***  ***Karachi Dated: 21-10-2017*** |

**NOTICE INVITING TENDER**

**(OFFICE SPACE REQUIRED ON RENT)**

**Ghotki, Dadu, Khairpur, Shaheed Benazirabad, Sanghar, Thatta, Kashmore, Tharparkar, Badin & Naushehroferoze**

Sindh Environmental Protection Agency, Government of Sindh **invites proposal for acquiring office space for its District offices on Rental Basis in the independent building (Free from all** **encumbrances) for period of three (3) years, extendable with mutual consent to be established in Ghotki, Dadu, Khairpur, Shaheed Benazirabad, Sanghar, Thatta, Kashmore, Tharparkar, Badin & Naushehroferoze at district Head quarter. The** space comprising between 200 sq. yards to 400 sq. yards plot area, Adequate Parking area, At least 4 to 5 rooms with large hall for laboratory ,

**Details of the specifications of Accommodation 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 issued thereunder (“SPPRA”) which is available at website of Sindh Public Procurement Authority’s** [**www.pprasindh.gov.pk**](http://www.pprasindh.gov.pk) **and also available Sindh** Environmental Protection Agency [**www.epasindh.gov.pk**](http://www.epasindh.gov.pk)

**Terms & Conditions:**

1. Bidding process will be conducted as **‘**Single Stage – One Envelope Procedure’ as per SPPRA Rule 2010 (amended 2013).
2. The contending parties will submit the followings documents.

|  |  |
| --- | --- |
|  | Copy of NTN Certificate |
|  | Copy of Sales Tax Certificate from Sindh Revenue Board (SRB) |
|  | Copy of ownership documents |

3, Any information submitted without relevant document may render the bid unacceptable.

4. The bidder shall submit 1% bid security of total Annual Rent 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 of Director Admin. & Finance, Environmental Protection Agency, Government of Sindh. Karachi from below given address from 19-10-2017 upto 08-11-2017 during office timing.

6. The last date of submission of Bidding Document is upto **19.11.2017 by 12:00 p.m** and the bids shall be opened on the same day at **12:30 p.m** on the given below address in the presence of the representatives of the competing firms and members of the Procurement Committee.

7. 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).

**Director Admin & Finance**

Environmental Protection Agency,

Government of Sindh. Karachi

**TABLE OF CONTENTS**

**PART-I (BIDDING PROCEDURE)**

**SECTION – II**

BID DATA SHEET ……………………………….. 12

**SECTION – III**

EVALUATION & QUALIFICATION CRITERIA……………………………….. 13

**SECTION – IV (BIDDING FORMS)**

BID SUBMISSION SHEET ……………………………….. 14

EARNEST MONEY FORM ……………………………….. 15

EARNEST MONEY SHEET ……………………………….. 16

PRICE SCHEDULE ……………………………….. 17

SCHEDULE OF REQUIREMENT ……………………………….. 20

**PART-II (CONTRACT)**

**SECTION – V**

GENERAL CONDITIONS OF CONTRACT ……………………………….. 22

**SECTION – VI**

SPECIAL CONDITIONS OF CONTRACT ……………………………….. 28

**SECTION – VII (CONTRACT FORMS)**

AGREEMENT ……………………………….. 32

CONTRACT FORMS ……………………………….. 33

INTERGRITY PACT ………………………………. 36

**SECTION – VIII**

SCHEDULE OF SUPPLY ……………………………….. 39

**SECTION - I**

**INSTRUCTIONS TO BIDDERS**

**TABLE OF CONTENTS**

**INTRODUCTION**

*01 Source of Funds ……………………………………....... 05*

*02 Eligible Bidders ………………………………………… 05*

*03 Eligible Goods ………………………………………... 05*

*04 Cost of Bidding / contract ………………………………….......... 05*

*05 Assurance ………………………………………… 05*

**THE BIDDING DOCUMENTS**

*06 Content of Bidding Document ………………………… 05*

*07 Clarification of Bidding Documents .........………………… 05*

*08 Amendment of Bidding Documents ……….........………… 06*

*09 Language of Bid ………………………… 06*

**PREPARATION OF BIDS**

*10 Documents Comprising the Bid ………………………… 06*

*11 Bid Form ………………………... 06*

*12 Bid Prices ………………………………… 06*

*13 Bid Currencies …………………………………………. 06*

*14 Documents Establishing Eligibility of the Bidders*

*Goods and Services…………………………………………. 06*

*15 Documents Establishing the Bidders Qualification to*

*Perform the Contract …………………………………………. . 06*

*16 Documents Establishing Goods, Eligibility and*

*Conformity to the Bidding Documents`…………….............. 06*

*17 Earnest Money …………………………………………. 07*

*18 Period of Validity of Bids………………………………….. 07*

*19 Format and Singing of Bid ………………………………….. 08*

**SUBMISSION OF BIDS**

*20. Sealing and Marking of Bids ………………………………….. 08*

*21. Deadline for Submission of Bids ………………………….. 08*

*22. One bid per bidder …………………………………………... 08*

*23. Late Bids …………………………………………... 08*

*24. Modification and Withdrawal of Bids ………………………….. 08*

**BID OPENING AND EVALUATION**

*25 Opening of Bids ………………………………….. 09*

*26 Clarification of Bids ………………………………………….. 09*

*27 Preliminary Examination ………………………….. 09*

*28 Evaluation and Comparison of Bids ………………….. 09*

*29 Contacting the purchaser ………………………….. 10*

*30 Purchaser’s Rights to accept any Bid and to reject any or all Bids. 10*

**AWARD OF CONTRACT**

*31 Post Qualification …….……………………………………. 10*

*32 Award Criteria ………………………………………….. 11*

*33 Purchaser’s right to vary Quantities at the time of*

*Notification of Award ………………………………….. 11*

*34 Notification of Award ………………………………….. 11*

*35 Singing of Contract ………………………………….. 11*

*36 Performance Security ………………………………….. 11*

**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, Hiring of vehicles, short documentary, publicity material leaflet, poster, banners, hand bills and arrangement of seminar.

**01. Source of Funds**

1.1 Government of Sindh, .

**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**

7.1 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 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**

16.1 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) A detailed description of the Good’s essential technical and performance characteristics.

b) A detailed schedule of work under the contract (dispatch/work schedule) outlining key activities and critical items on the schedule which could influence the contract completion date.

c) a list, giving full particulars, including available sources and current prices, of all 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.

16.3 In order to prove that the Goods offered are of acceptable quality and standard, the 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**

17.1 Pursuant to Clause 12, the bidder shall furnish, as part of its Bid, a bid security in the amount of **one** percent (1%) 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-20.

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:

(a) if a bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid Form; or

(b) in the case of a successful bidder, if the bidder fails

1. to sign the Contract in accordance with Clause-35; or
2. 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:

(a) They are complete in all respect;

(b) Computational errors, if any have been made;

(c) Required Sureties have been furnished;

(d) Documents have been properly signed; and

(e) Bids are generally in order.

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 non-conformity.

**28. Evaluation and Comparison of Bids**

28.1 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:

a) 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;

b) in the case of Goods to be offered from outside the Purchaser's country, customs 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:

1. ***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.

1. ***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.

1. ***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:

1. 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.)*
2. operating costs (e.g. *fuel and/or other input, unit cost, annual and total operational requirements).*
3. 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:***

1. 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.
2. 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. | **NOTICE INVITING TENDER**  **(OFFICE SPACE REQUIRED ON RENT)** |
| 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: 021-35065637 |
| 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. |
| **Bid Price & Currency** | | |
| ITB 12.2 | Price Quoted: | Including all Taxes |
| ITB 12.3 | Bid Price: | Fixed. |
| ITB 13.1 | Bid Currency: | Pak Rupees (PKR). |
| **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 | Rent for Office Building |
| ITB 21 | Deadline for Bid Submission | 19.11.2017 at 12:00 pm |
| ITB 21.1 | Date, Time & Place for Bid Opening | **19.11.2017 at 12.30 pm** at PLOT No. ST-2/1, Sector-23, Korangi Industrial area, Shan Chowrangi, Karachi  Phone No. 021-35065637 |
| **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 |

1. 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.***

2. 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 Sheet**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invitation for Bid No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Director Admin. & Finance,

Environmental Protection Agency,

Government of Sindh, Karachi.

PLOT No. ST-2/1, Sector-23,

Korangi Industrial area, Shan Chowrangi, Karachi

Phone No:

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(d) The discounts offered and the methodology for their application are: \_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(e) 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;

(f) 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;

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_\_ ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(h) 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;

1. 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;

(j) The following commissions, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Receipt Address Reason Amount

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If none has been paid or is to be paid, indicate “none.”)

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

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BIDDING FORMS**

**Bid Security / Earnest Money Form**

**WHEREAS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the “***Bidder***” has submitted its bid, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**KNOW ALL MEAN** by these presents that I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having our registered office (s) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby submit Earnest Money of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) for the aforesaid Bid in the shape of Pay Order/Demand

Draft No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank in

favour of the Director Admin. & Finance, Environmental Protection Agency, Government of Sindh, Karachi., hereinafter called “***Purchaser***”.

Name & Signature of Supplier (s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_\_.

**BIDDING FORMS**

**Bid Security / Earnest Money Sheet**

**Tender No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Procurement of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature of the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BIDDING FORMS**

Sindh Environmental Protection Agency, Government of Sindh requires an office space comprising between 200 sq. yards to 400 sq. yards plot area for the hiring of District offices at the following Districts At District headquarter:

**Ghotki, Dadu, Khairpur, Shaheed Benazirabad, Sanghar, Thatta, Kashmore, Tharparkar, Badin & Naushehroferoze**

Locality: Good Location , easy Public Access, Easy preferably at main Road Facing, .

Parking: Adequate area available for reasonable car parking.

Security: CCTV, Guards, Reception.

Space: At least 10 rooms with large halls, washrooms, kitchen and independent entrance.

Building Type: Both either Commercial or Residential.

Features:

* Easily Accessibility by Public transport.
* Availability of ample water supply.
* Separate three (03) phase K-electric connection.
* PTCL/NTC telephone connectivity.
* Separate Gas connection availability.
* Durable and Strong structure.
* Fire Fighting Systems.

1. **ELIGIBILITY:**
2. Proposals for office space on rental basis only from reputable and financially sound originals owners/power of attorney holders of building in above district having priority places.
3. The firm should be registered with the Income Tax, Sindh Revenue Board, Sales Tax Departments.
4. **TERMS & CONDITIONS:**
5. The Space offered should be free of any liability and litigation with respect to ownership, utility dues, etc.
6. The rates should be quoted in Pak Rupees inclusive of all taxes, space rent and service/maintenance charges.
7. The responsibility for payment of all taxes in connection with the property offered shall be of the owner/bidder and in ready condition.
8. Possession of the accommodation shall be handed over to Sindh Environmental Protection Agency (SEPA) on the date of signing of the agreement.
9. No tender can be accepted by fax or email.
10. Parties fulfilling the above criteria shall apply in writing in form as financial Proposal
11. Tender is likely to be rejected because of non-fulfillment of any of the above terms.
12. All prices must be quoted in Pak Rupees.
13. **SUPPORTING DOCUMENTS**:

Documents in support of ownerships of building.

1. Proof that the bidder is the original owner/power of the attorney holder.
2. Certificate of authorized signatory if the owner is a firm, society etc.
3. Copies of CNIC, approved site plan.
4. Registration with FBR and SBR.
5. Undertaking in non-judicial stamp paper of Rs. 100/- certifying that owner is not temporarily/permanently debarred from any Government agency/authority/department (without bearing any responsibility on this office whatsoever in this regard).
6. **INSTRUCTION TO BIDDERS (ITB)**
7. This is the single **Stage-One Envelope** Procedure; the bid shall comprise a Single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANACIAL PROPOSAL**.
8. Interested parties/owner shall be obtained tender documents during office working hours on submission of a written application in below address at a cost of Rs. 500/- against payorder in favour of Sindh EPA as tender fee.
9. The financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative.
10. The last date of submission of tender documents will be **19th November, 2017 at 1200 Hours**.
11. The bid will be opened on **19th November, 2017 at 1230 Hours**.
12. No brokerage/service charges will be paid in case of real estate agent.
13. The Authority reserves the right to accept or reject any or all applications/tenders and no claim whatsoever will be entertained in this regard as the authority’s decision shall be deemed as final.
14. The contact number and the correspondence address for submitting the proposals are as follows:

Amount in Words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The rates quoted for the items mentioned above shall be valid for 90 days from the date of opening of tender.
2. The items should be delivered at specified consignees at risk and cost of contracting firm.
3. The payment shall be subject to deduction of Income/Sales Tax / contractual tax or any tax applicable in the province of Sindh.
4. The rates quoted in this schedule are inclusive of all the applicable taxes & freight/transportation etc. and written against each item in figures and words without any cutting/error.
5. In case of discrepancy between unit price and total, the unit price shall prevail.
6. Bids will be recommended a lowest price for package cost basis
7. The quantity of items specified above may increase or decrease as per need and availability of funds, therefore the contract shall be valid for continuous / periodical supply of items for financial year 2017-18.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE OF REQUIREMENT**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PART – II**

**C O N T R A C T**

**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.

**SECTION – VI**

**CONTRACT FORMS (CONTRACT)**

***THIS CONTRACT*** made on this …………… day of …………. 201 , **Director Admin / Finance ,**

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

, hereinafter called the **PURCHASER** of the one part and Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the **SUPPLIER** of the other part.

***WHEREAS*** the Purchaser is desirous that (name & nature of stores/articles / Designing / Model /) be provided by the Supplier (hereinafter called **“For the procurement of furniture and fixture, Hiring of vehicles office equipments, short documentary, publicity material and seminar.**

**”**) (**AS MENTIONED BIDDING DOCUMENTS**) and has accepted a Bid by the Supplier for the provision of articles in the sum of Rs.\_\_\_\_\_\_\_\_\_\_\_ hereinafter called **“the Contract Price”.**

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2. The following Documents shall be deemed to form and be read and Construed as part of this Agreement, viz,

(a) the Bid Form and the Price Schedule submitted by the Bidder.

(b) the Schedule of Requirements.

(c) the Technical Specifications.

(d) the General Conditions of Contract.

(e) the Special Conditions of Contract. and

(f) the Purchase’s Notification of Award.

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

Signed, Sealed & Delivered by …………………. the ………………. (for the **Purchaser**)

Signed, Sealed & 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, to supply \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, legally domiciled in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Guarantor”), have agreed to give the Supplier a security.

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

This security is valid until the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_.

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