

ISSUED ON: _____

ISSUED TO: _____

**MONITORING & EVALUATION CELL,
P&D DEPARTMENT, GOVERNMENT OF SINDH**



BID DOCUMENTS

**“RENTAL OFFICE SPACE REQUIRED IN
KARACHI”**

TENDER NO. AD(A&A)/52(MEC)/P&D/2021/09

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**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT DEPARTMENT
(MONITORING & EVALUATION CELL)**

**NOTICE INVITING TENDER
FOR
RENTAL OFFICE SPACE REQUIRED IN KARACHI**

The Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh now invites sealed bids on Single Stage One Envelope procedure from interested parties and owners having requisite premises for acquiring accommodation on rental basis for establishment of its offices. The basic requirements for the premises are as follows:

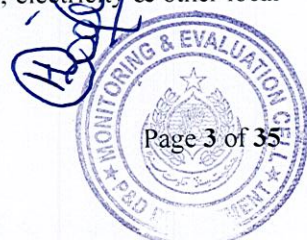
Features	Requirements
Preferred Location	Clifton, DHA, Shaheed-e-Millat Road, PECHS, Sindhi Muslim Housing Society & Bahadurabad
Area/ Space	The required premises / bungalow should be at least on a plot of 1000 sq. yards in good condition with separate 02 washrooms and kitchen
Parking Space	Reserved car parking for at least 5 vehicles inside building
Necessities & Conditions	<ul style="list-style-type: none"> The premises must be vacant and free from all encumbrances, claims and disputes The premises must be neat & clean and freshly white washed The structure of the building should be free from wear & tear and other structural flaws. The documentary evidence of ownership as well as the copies of last paid utility bills / taxes including electricity, telephone, water, sewerage, sui gas should be made available at the time of agreement Prominent and having independent entrance at front side. Fire Extinguishing System Space for keeping Canopy Generator Set Nearby fiber optic node for bandwidth PTCL and NTC telephone connectivity Natural Ventilation feature would be preferred Ample water supply without any additional cost At least 2-3 Three phase K-E electricity connections. Security features & facilities like CCTV, Reception

The detail of NIT is as per following schedule:

The detail of NIT is as per following schedule.							
S. #	Tender /Number	Tender Schedule-Date and Time				Bid Security	Tender Fee Rs
		Issue/Sale		Submission	Opening		
		From	To				
1.	“Rental office space required in Karachi” Tender No. AD(A&A)/52(MEC)/P&D/2021/09	29.04.2022	19.05.2022	20.05.2022 3:00 pm	20.05.2022 3:30 pm	2%	1000

Supporting Documents

- Photocopy of ownership/lease property documents.
- Photocopy of valid approved Site Plan & CNIC of Owner
- Photocopy of NTN, GST & SST (if applicable)
- Undertaking on Non-judicial stamp paper of Rs.100/ certifying that the bidder has not never been temporary /permanently debarred by any Government agency /authority/ department (Provincial/Federal / Local) and offered building is free from encumbrances, claims and disputes, utility dues including water, gas, electricity & other local taxes till the date of agreement with MEC
- Certificate of authorized signatory if the owner is a firm, society etc.



Terms & Condition:

1. Tender Fee and Bid Security should be in shape of Pay order drawn in favor of **DDO, MEC, P&D Deptt, Govt: of Sindh**. Bidding documents can be obtained, submitted and opened in the office of undersigned as per above schedule. Bidding documents containing detailed terms and conditions are available at www.mecsindh.gov.pk & www.ppms.pprasinhd.gov.pk.
2. No tender will be accepted by fax or e-mail.
3. No brokerage / service charges will be paid in case of real estate agent.
4. The award of contract shall be subject to the rent assessment certificate to be sought by MEC from the Works & Services Deptt, GoS or any other authorized agency.
5. The responsibility for payment of all taxes in connection with the property offered shall be of the owner/ bidder.
6. Possession of the accommodation shall be handed over to MEC on the date of signing of the agreement.
7. Monitoring & Evaluation Cell, P&D Department, Government of Sindh may cancel the bidding process at any time prior to acceptance of bid as per SPPRA Rules. The bidder shall bear all costs associated with the preparation and submission of his bid and MEC will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

ASSISTANT DIRECTOR (A&A) (MEC)
Monitoring & Evaluation Cell, P&D Department
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Sindh Secretariat No. 2, Karachi .
Phone No. 021-99211927 / 99211403



PART-II**INSTRUCTION TO BIDDERS**

- i Source of Funds** Funds would be arranged from regular budget Head Account "A3402 "Rent For Office Building" DDO Code KQ-0061. The eligible payment under the contract is to be made from this head.

- ii Eligible Bidders** This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (Amended 2019) and its Bidding Documents except as provided hereinafter.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.

Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.

- iii Eligible Goods and Services** The origin of all the goods & related services to be supplied under the Contract should be mentioned.

Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.

The Origin of goods and services is distinct from the nationality of bidders.

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



- v Content of Bidding Documents**
- B. The Bidding Documents**
- v.a) The bidding documents include:
- (a) Invitation for Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Bid Data Sheet
 - (d) General Conditions of Contract (GCC)
 - (e) Special Conditions of Contract (SCC)
 - (f) Schedule of Requirements
 - (g) Technical Specifications.
 - (h) Bid Form and Price Schedules
 - (i) Bid Security Form
 - (j) Contract Form
 - (k) Performance Security Form
 - (l) Manufacturer's Authorization Form
 - (m) Integrity Pact
- v.b) The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- vi Clarification of Bidding Documents**
- vi.a A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- vii Amendment of Bidding Documents**
- At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.



C. Preparation of Bids

- | | |
|--|--|
| 1. Scope | 1.1 The Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh, Karachi intends the subject procurement through National Competitive Bidding Single Stage One Envelope Procedure 46 (2) of SPPRA Rules-2010 (Amended 2019) . |
| 2. Language of Bid | 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language. |
| 3. Documents Comprising the Bid | 3.1 The bid prepared by the Bidder shall comprise the following components:
a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
b) bid security furnished in accordance with ITB Clause-9. |
| 4. Bid Prices | 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

4.2 The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.

4.3 Prices quoted by the by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.

4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. |
| 5. Bid Form | 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. |
| 6. Bid Currencies | 6.1 Prices Shall be quoted in Pak Rupees. |
| 7. Bidder's Eligibility | 7.1 As defined in Bid Data Sheet. |



8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

8.1 The documents evidence of conformity of the 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 essential technical and performance characteristics of the goods;
- (b) the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive: till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and /Or catalogue numbers in its bid, provided that demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the in the Technical Specifications

9. Bid Security

9.1 The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:

- a) at the Bidder's option, be in the form of either pay order, demand draft or an unconditional bank guarantee from a reputable Bank;
- b) be submitted in its original form: copies will not be accepted;
- c) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity.

9.2 bid security shall release to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.

9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.

9.4 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity or
- b) in the case of a successful Bidder, if the bidder fails:
 - (i) to sign the contract in accordance or
 - (ii) to furnish performance security



- 10. Period of Validity of Bids**
- 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
- 10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor permitted to modify its bid.
- 11. Format and Signing of Bid**
- 11.1 The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

- 12. Sealing and Marking of Bids**
- 12.1 The Bidder shall seal the original bid in envelope, duly marking the envelope as "ORIGINAL BID". The envelope shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **"DO NOT OPEN BEFORE DATE at Time"**
- 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.
- 13. Deadline for Submission of Bids**
- 13.1 Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.
- 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.



14. **Late Bids** 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.
15. **Modification and Withdrawal of Bids** 15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. Opening and Evaluation of Bids

16. **Opening of Bids by the Procuring agency** 16.1 The Procuring agency will open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 16.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
17. **Clarification of Bids** 17.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
18. **Preliminary Examination** 18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.



- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
19. **Evaluation and Comparison of Bids**
- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
20. **Contacting the procuring agency**
- 20.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.



F. Award of contract

- | | |
|---|--|
| 21. Post – Qualification | <p>21.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.</p> <p>21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.</p> <p>21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.</p> |
| 22. Award Criteria | <p>22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p> |
| 22 a Procuring Agency's right to vary quantities at the time of award | <p>The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.</p> |
| 23. Procuring agency's Right to Accept any Bid and to Reject any or All Bids | <p>23.1 Subject to relevant provisions of SPP Rules 2010 (Amended 2019), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.</p> <p>23.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2019), Procuring agency shall hoist the evaluation report on the web site of Authority and that of procuring agency if its website exists, and intimate to all the bidders at least 03 working days prior to award of contract.</p> |



- 24. Notification of Award**
- 24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- 24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 25. Signing of Contract**
- 25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 25.2 Within fourteen (14) days or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 26. Performance Security**
- 26.1 Within seven (07) days or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
- 27. Corrupt or Fraudulent Practices**
- 27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
- (a) **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below;
- (i) **"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;

(ii) **“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 procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **“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;

(iv) **“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;

b) **“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.

(Handwritten signature)



PART-III**General Conditions of Contract****1. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- (a) **“The Contract”** means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) **“The Goods”** means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) **“GCC”** mean the General Conditions of Contract contained in this section.
- (f) **“SCC”** means the Special Conditions of Contract.
- (g) **“The Procuring agency”** means the Monitoring & Evaluation (MEC), Planning & Development Department, Government of Sindh.
- (h) **“The Supplier”** means the individual or firm supplying the Goods and Services under this Contract.
- (i) **“SPP Rules 2010”** means the Sindh Public Procurement Rules 2010 (Amended 2019).
- (j) **“Day”** means calendar day.

2. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods' country of origin. Such standards shall be the latest issued by the concerned institution



3. Patent Rights

The Supplier shall indemnify the Procuring agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.

4. Performance Security

Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;

The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

5 Inspections and Tests

The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

The Procuring agency's right to inspect test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.

Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.



6. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. 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.

7. Delivery and Documents

Delivery of the Goods/Services shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping/ transportation and/or other documents to be furnished by the Supplier are specified in SCC.

8. Insurance

No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods/services in perfect condition to the end user.

9. Transportation

The Supplier is required under the Contract to transport the Goods/Services to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

10. Incidental Services

- 10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of Procuring agency's personnel, at the Supplier's plant and/or onsite, in assembly, start up, operation, maintenance, and/or repair of the supplied Goods.



11. Spare Parts

11.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

12. Warranty

The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty / maintenance period shall remain valid for twelve (12) months after the Goods/Services, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.



13. Payment

The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 07, and upon fulfillment of other obligations stipulated in the Contract

The firm should submit stamp duty as per Government Rule before execution of work.

Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.

If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm

If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.

In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.

14. Prices

-The currency of payment is Pak. Rupees

- 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,

15. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Delays in the Supplier's Performance

16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.



16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions obstructing timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

16.3 Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17 unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

17. Liquidated Damages

Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed 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 SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.

18. Termination for Default

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

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



18.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 18.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

19. Force Majeure Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency 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.

**20. Termination
for Insolvency**

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

**21. Termination
for
Convenience**

21.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that



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

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and / or
- (b) To cancel the remainder and pay to the Supplier and agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers

22. Resolution of Disputes

Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.

23. Governing Language

The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

24. Applicable Law

The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2019).

25. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

26. Overriding effect of Sindh Public Procurement Rules 2010 (Amended 2019)

In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2019) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents



Part-IV**[Bid Data Sheet]**

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

Introduction	
ITB 1.1	Name of Procuring Agency: Monitoring & Evaluation Cell (MEC), Planning & Development Department, Government of Sindh, Room No. 414, 3rd Floor, Tughlaque House, Sindh Secretariat No. 2, Karachi. Phone No. 021-99211927 / 99211403
ITB 1.1	Name of Contract: "Rental office space required in Karachi"
Bid Price and Currency	
ITB 4	Prices quoted by the Bidder shall be "fixed" and in "Pak Rupees"
Preparation and Submission of Bids	
ITB 7	Selection / Eligibility / Responsiveness criteria
	1 Bid should be properly signed, named & stamped by the authorized person
	2 Quoted price shall be inclusive of all taxes plus service/maintenances charges, except GST / SST, which shall be mentioned separately (if applicable)
	3 Required bid security should be attached
	4 Bid should comply with specifications mentioned in bidding documents; no optional/ alternative item will be accepted
	5 Provide Income Tax Certificate (NTN), GST Registration Certificate & SST (if applicable)
	6 Documentary proof of original ownership/power of attorney/ lease property documents
	7 Certificate of authorized signatory (in case the owner is a firm, society etc.)
	8 Photocopy of valid approved Site Plan & CNIC of Owner
	9 Undertaking on Non-judicial stamp paper of Rs.100/ certifying that the bidder has not never been temporary /permanently debarred by any Government agency /authority/ department (Provincial/Federal / Local) and offered building is free from encumbrances, claims and disputes, utility dues including water, gas, electricity & other local taxes etc till the date of agreement with MEC
ITB 9	Amount of Bid Security: 2% of Bid Value
ITB 10	Bid validity period: 90 days.
ITB 11	Number of copies: One original
ITB 12	Submission of Bids: i) A Single Stage-One-Envelope Procedure Rule No. 46 (1) SPPRA Rules 2010 (Amended 2019) shall be adopted for submission of bids. ii) The Bid security in required shape & amount should be enclosed in envelope along with bid. iii) Tender Name & No should be written on the envelope.
ITB 13	Place & Deadline for bid submission & opening: As notified in NIT advertisement
ITB 19.1	Bid Evaluation: Most Advantageous Bid. (i) The eligible bids, which closely conform to the Technical Specification/BOQ given in bidding documents and are substantially responsive to the other terms & conditions as set out in bidding documents shall be declared as successful. (ii) All bids shall be opened publicly in the presence of bidders or their representatives who may choose to be present, at the time and place announced prior to the bidding, and the person designated for procurement committee shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening. (iii) The most advantageous bid that after meeting the eligibility or qualification criteria is found substantially responsive to the terms & conditions as set out in bidding documents shall be declared as successful. (iv) All bidders shall sign an attendance sheet at the time of bid opening.

ITB 25.2	Within three (03) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract Agreement and return it to the Procuring agency.
ITB 26.1	On signing of contract, the successful Bidder shall furnish performance security amounting to 5% of awarded contract value in the shape of Bank Guarantee/Pay order/Demand Draft / Bankers Cheque drawn in favor of DDO.MEC, P&D DEPTT. Kindly note that no Insurance Guarantee will be accepted.
Other Terms & Conditions:	<ul style="list-style-type: none"> i. The award of contract shall be subject to the rent assessment certificate to be sought by MEC from the Works & Services Deptt, GoS or any other authorized agency. ii. The tenancy agreement shall be made initially for 11 months that may be renewed with mutual consent of both the parties with 10% increase in monthly rent on same terms & conditions of contract. iii. Possession of the accommodation shall be handed over to MEC on the date of signing of the agreement. iv. The responsibility for payment of all taxes in connection with the property offered shall be of the bidder. v. Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected. vi. All Bidding documents must be signed, named & stamped by authorized person of the firm/ Companies along with authorized letter. vii. Contract Agreement and Integrity Pact both are mandatory for successful bidder. viii. Prescribed Sales Tax Invoice, payment of Stamp Duty at rate specified by Government of Sindh, Valid Professional Tax Certificate will be required for payment. However, withholding of all government Taxes shall apply as rates specified in relevant Government Schedule ix. Monitoring & Evaluation Cell, P&D Department, Government of Sindh may reject all or any bid subject to relevant provision of SPP Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules. x. The bidder shall bear all costs associated with the preparation and submission of his bid and MEC will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process. xi. Any attempt by a Bidder to influence MEC in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions will result in the rejection of its bids.



Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1 (g)—**The Procuring Agency:** Monitoring & Evaluation Cell (MEC), P&D Department, Govt: of Sindh, Karachi, Room No. 414, 3rd Floor, Tughlaq House, Sindh Secretariat No. 02, Karachi.

GCC 1 (h)—**“The Supplier”** means the individual or firm supplying the Goods and Services under this Contract.

2. Performance Security (GCC Clause 4)

GCC 4—Successful bidder will submit a performance guarantee of **5 %** of contract price in the shape of Bank Guarantee/Pay order/Demand Draft / Bankers Cheque from a SBP scheduled bank in Pakistan drawn in favor of **DDO, MEC, P&D Deptt, Govt: of Sindh** on signing of contract. **No Insurance Guarantee will be accepted.**

3. Delivery and Documents (GCC Clause 7)

GCC 10—The Supplier shall submit the documentary evidence about the complete detail of Services performed along with the payment Invoice(s).

4. Payment (GCC Clause 13)

-The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the detail of Services performed and documents submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the Contract.

-Invoices will be in Pak Rupees and should be in the name of Director General (MEC).

-Tax shall be deducted/withheld as per applicable sales tax and income tax law.

- Payment shall be made on monthly basis.

5. Contract Prices (GCC Clause 14)

-The currency of payment is Pak. Rupees.

-The responsibility for payment of all taxes in connection with the property offered shall be of the bidder.

- 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



6. Termination For Convenience (GCC Clause 21)

The Monitoring & Evaluation Cell, P&D Department, Government of Sindh, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience through three (3) months' notice period.

7. Resolution of Disputes (GCC Clause 22)

- i. The Procuring Agency 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.
- ii. In case of any dispute regarding services, the decision of the Monitoring & Evaluation Cell, P&D Department, Government of Sindh shall be final & binding.

8. Obligation & Service Responsibility of Supplier

- i. Possession of the accommodation shall be handed over to MEC on the date of signing of the agreement.

9. Effectiveness of Contract:

The date on which this Contract shall come into effect is the date when the Contract is signed by both parties

10. Expiration of Contract:

- i. The tenancy agreement shall be made initially for 11 months that may be extended with mutual consent of both the parties with 10% increase in monthly rent on same terms & conditions of contract.



Part-VI

SCHEDULE OF REQUIREMENTS

- (i) Possession of the accommodation shall be handed over to Monitoring & Evaluation Cell (MEC) in P&D Deptt, Government of Sindh on the date of signing of the agreement.
- (ii) The tenancy agreement shall be made initially for 11 months that may be extended with mutual consent of both the parties throughout the project period with 10% increase in monthly rent on same terms & conditions of contract.

Yours Faithfully

ASSISTANT DIRECTOR (A&A) (MEC)
Monitoring & Evaluation Cell, P&D Department
Room No. 419-E, 3rd Floor, Tughlaque House,
Sindh Secretariat No. 2, Karachi .
Phone No. 021-99211927 / 99211403



PART-VII

SAMPLE FORMS

Form-I

Letter of Acceptance

Date: _____

To:

Director General (MEC),
P&D Department,
3rd Floor, Room No. 414
Sindh Secretariat No. 2, (Tughlaq House),
Karachi.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 2 % of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2022 _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



Form-II**Price Schedule in Pak Rupees**

Name of Bidder: _____ NIT No _____ Karachi,
 Opening Date: _____ Date: _____
 Offered space size:-----
 Name of the Building & Floor No-----
 Address Location of the Building _____
 Per month rent charges (inclusive of maintenance & other service charges & taxes except GST/SST) _____
 GST/SST charges (if applicable) _____
 Total cost of contract for one-year Rs. _____ (in words :) _____

Stamp & Signature**Please note for quoted price:**

- i. The rates should be quoted in Pak Rupees inclusive of all required taxes, features, space rent, service/maintenance charges etc. up to signing & execution of contract.
- ii. The subject quoted rates for the building space rent shall be fixed for the duration of the contract and shall not be subject to any adjustment. However, in case of implementation of any new government taxes, the same shall be paid by Procuring Agency.
- iii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder/ Supplier do not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- iv. Corrections if any shall be made by crossing out, initialing, dating and rewriting
- v. The tenancy agreement shall be made initially for 11 months that may be renewed with mutual consent of both the parties with 10% increase in monthly rent on same terms & conditions of contract.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

Address: _____

GST No: _____



Form-III**TENANCY AGREEMENT**

This tenancy agreement is made at _____ on this _____ of _____ 2022.

BETWEEN

M/s. _____ S/o _____,
Muslim, adult, holding CNIC No. _____, resident of
_____ (OR through his Special Power of Attorney Mr.
/Ms. _____

_____ S/O _____ holding CNIC
No. _____ residing at _____, hereinafter referred to
as **Owner**, which expression shall wherever the contract so requires or permits, include his/her
successors, done, executor, administration and assigns of the **OWNER**.

AND

**MONITORING & EVALUATION CELL, PLANNING & DEVELOPMENT
DEPARTMENT, GOVERNMENT OF SINDH**

, KARACHI through its Assistant Director (A&A) (M E C) Mr. _____ S/o
_____ Muslim, adult,
holding CNIC No. _____, resident of
_____ Karachi, hereinafter referred to as the **TENANT**,
which expression shall, wherever the context so required or permits, include their successors,
executors, administrators and assigns of the **TENANT**.

WHEREAS the OWNER is the undisputed owner-in-possession of _____
BUNGLOW/HOUSE CONSTRUCTED ON PROPERTY NO: _____
_____ KARACHI

MEASURING _____ SQUARE YARDS, comprising such bedrooms, drawing room,
dining room, lounges, attached bathrooms, garden, servant quarters as per SITE PLAN
ATTACHED.

AND WHEREAS, the OWNER has agreed to rent out and the TENANT has agreed to take in the
aforesaid premises on rent for **11 months** with effect from _____, 2022 to _____ 2023.



Now therefore this agreement witnesses as follows that both the above parties have agreed on the following terms and conditions:

1. THAT the period of tenancy shall be initially for **11 (eleven) months** effective from _____ 2022 to _____ 2023 and renewable on such terms and conditions as may be mutually agreed upon.
2. THAT the rent of the said premises shall be Rs. _____ (in words __) Per Month shall be payable by the **Tenant**.
3. The rent of the demised property shall be increased by 10% after every year.
4. THAT, the **TENANT** at the time of signing of this agreement has agreed to pay a sum of Rs _____/- (in words _____) as security deposit for 06 months in advance on signing of this agreement
5. That the **OWNER** at the time of signing of this agreement to furnish a pay order (refundable) from SBP Scheduled bank in favor of **DDO, MEC, P&D Deptt, Government of Sindh Karachi** in a sum of equal to 2% of the contract price i.e. Rs. ____ (in words __) as performance security
6. THAT either party shall serve ONE MONTH'S prior written notice to the other in case the said premises is being vacated or is required to be vacated, ON OR BEFORE expiry of tenancy period of ELEVEN MONTHS.
7. THAT the premises shall be used for official purpose, but the **Tenant** shall not indulge into such activity that may be offensive to the legal right of easement to which the adjoining neighbors are entitled to.
8. THAT on receipt of the bills of electricity, gas, telephone and water conservancy charges the same shall be paid by the **Tenant** promptly and a copy shall be transmitted to the **owner**.
9. THAT all property tax in respect of the said premises shall be paid by the **Owner**.
10. THAT the **Tenant** shall in no case let out or sub-let the premises collectively or individually to any other person or persons or handover the premises to any outsider.
11. THAT the Tenant shall not make any structural alterations, modifications, additions or damages including to the floors, walls, interior and exterior of said premises without prior permission of the Owner.
12. THAT no offensive material shall be stored in the said premises that are prohibited by law.
13. THAT adequate fire-fighting arrangements shall be made by the **Tenant** so that the fire, accidental or otherwise, may be extinguished.
14. THAT the premises would be handed over to the **Tenant** with serviceable electricity, fixtures, in immaculate condition.
15. THAT the **Tenant** shall keep the premises in its present order, and will not cause any damages to the rented premises.
16. THAT the **Tenant** shall allow the owner or his representative/agent to inspect the said premises during any reasonable time of the day with prior appointment with the Tenant.
17. THAT the **Tenant** is authorize to put cabins, partitions etc. of wood or synthetic material without causing any damages to the floors or the four walls of the premises.

18. THAT on the expiry of tenancy period, the Tenant shall hand over to the **Owner** vacant possession of the rented premises in its original condition in which it was let out, except normal wear and tear.

<p>1. <u>WITNESSES:</u></p> <p>Name:-----</p> <p>CNIC #------</p>	<p>OWNER</p> <p>Mr. _____</p> <p>S/O _____</p> <p>CNIC NO: _____</p>
<p>2. <u>WITNESSES:</u></p> <p>Name:-----</p> <p>CNIC #------</p>	<p>TENANT ON BEHALF OF</p> <p>MONITORING & EVALUATION CELL</p> <p>P&D DEPARTMENT,</p> <p>GOVERNMENT OF SINDH, KARACHI</p> <p>Mr. _____</p> <p>S/o _____</p> <p>CNIC No. _____</p>



Form-IV**Performance Security Form**

To:

**Director General (MEC),
P&D Department,
3rd Floor, Room No. 414
Sindh Secretariat No. 2, (Tughlaq House),
Karachi.**

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 2022 to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the _____ day of _____ 2022.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



PART-VIII**TECHNICAL SPECIFICATIONS
/ BILL OF QUANTITIES****Locality:**

Clifton, DHA, Shaheed-e-Millat Road, PECHS, Sindhi Muslim Housing Society & Bahadurabad

Space:

The required premises / bungalow should be at least on a plot of 1000 sq. yards in good condition with separate 02 washrooms and kitchen

Parking:

Reserved car parking for at least 5 vehicles inside building

Security:

CCTV, Reception

Features:

- The premises must be vacant and free from all encumbrances, claims and disputes
- The premises must be neat & clean and freshly white washed
- The structure of the building should be free from wear & tear and other structural flaws.
- Prominent and having independent entrance at front side.
- Fire Extinguishing System
- Space for keeping Canopy Generator Set
- Nearby fiber optic node for bandwidth
- PTCL and NTC telephone connectivity
- Natural Ventilation feature would be preferred
- Ample water supply without any additional cost
- At least 2-3 Three phase K-E electricity connections.



PART-IX**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 times 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]