



## **BIDDING DOCUMENTS**

FOR

THE PROCUREMENT OF CANOPY (Metal) FOR CTD PICKUPS WITH  
BAR LIGHT & PA SYSTEM

**M/s.....**

Note: The bidder(s) is expected to examine the Bidding Documents, including all instruction, forms, terms, and specification. Failure to furnish all the information required by the Bidding documents or submission of bid not substantially responsive in any aspect shall result in rejection of the bid.



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## **INVITATION TO BID**



## INVITATION TO BID

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

Bid Reference No.: \_\_\_\_\_

In accordance with SPP Rules 2010 Police Department, Government of Sindh invites sealed tenders from interested firms registered with FBR, GST/SRB for relevant taxes and having valid “RTA license” issued by any Provincial Transport Authority for procurement of below mentioned item:

Sr. #	Description	Quantity	Tender Documents Fee (non-refundable)
i.	Canopy (Metal) for Pickups with Bar Lights & PA System	19 Nos.	2,000/-

1. **Single Stage – Two Envelopes Procedure** would be followed as per details provided by Rule 46(2) of SPP Rules 2010.
2. A complete set of Bidding Documents may be purchased by the interested/eligible bidders on submission of a written application and upon payment of tender documents fee Rs. 2,000/- from the office address given below or can be downloaded from [www.sindhpolice.gov.pk](http://www.sindhpolice.gov.pk) and <http://e.pprasindh.gov.pk/>:

**Office of Assistant Inspector General of Police  
Motor Transport Sindh  
Police Headquarters South, Garden Karachi  
Tel: 021-99216175**

3. Number of copies to be submitted - 02 copies (01 Original + 01 Copy);  
**Original:** Clearly marked “**ORIGINAL BID**” on outer envelope, which contains envelopes marked “**Technical Proposal (original)**” and “**Financial Proposal (original)**.”  
**Copy:** Clearly marked “**COPY OF BID**” on outer envelope, which contains envelopes marked “**Technical Proposal (copy)**” and “**Financial Proposal (copy)**.”
4. **Deadline for obtaining bid documents** – from date of publishing this NIT in newspapers or hoisting on websites up to 2<sup>nd</sup> June 2023 till 1200 hrs.
5. **Deadline for submission of bids** – On 2<sup>nd</sup> June 2023 till 1430 hrs.
6. **Opening of bids** – Same day i.e., on 2<sup>nd</sup> June 2023 at 1500 hrs in presence of Procurement Committee and representatives of the bidders (who choose to attend the meeting) at below mentioned address:



**Office of Assistant Inspector General of Police  
Motor Transport Sindh  
Police Headquarters South, Garden Karachi  
Tel: 021-99216175**

7. If tender opening day is a legal holiday, then it will be opened on the very next working day.
8. **Bid Security** - All bids must be accompanied with a Bid Security equivalent to 2% of total bid price (as pay order / demand draft / bank guarantee) in favor of Inspector General of Police, Sindh and its original copy shall be submitted within envelopes marked "Financial Proposal (original) and its copy within envelop marked "Financial Proposal (copy)."
9. **Cancellation of Bidding Process** – Police Department, GoS can cancel the bidding process at any time prior to acceptance of a bid or proposal as described by Rule 25 of SPP Rules 2010.
10. Conditional tenders shall be rejected.
11. Police Department, GoS reserves the right to increase or decrease the scope of works, and/or number of vehicles (for which services are required) without assigning any reason.

**SD/-**  
**(SAJID AMIR SUDDOZAI)** PSP  
SSP/OPERATIONS CTD SINDH,  
KARACHI  
(Secretary, Procurement Committee)



**SECTION # 1 (PART-I)**  
**INSTRUCTION TO BIDDERS**



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## INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

1. Source of funds
  - 1.1 Police Department GoS has received funds from provincial government in Pak rupee towards the cost of the subject procurement in the bidding data and it is intended that part of the proceeds of this fund will be applied to eligible payments under the contract for which these bidding documents are issued.
  - 1.2 No party other than the procuring agency shall derive any rights from this project or have any claim to the allocated fund proceeds.
2. Eligible Bidders
  - 2.1 This Invitation for Bids is open to all firm from as defined in the SPP Rules, 2010 and this bidding documents. Participation in “Joint Venture” is allowed subject to following conditions:
    - a. Maximum two number of firms allowed to form a JV for participation in this tender.
    - b. Financial strength of leading firm of JV shall be evaluated.
    - c. Company experience & relevant experience of leading firm shall be evaluated, initially. In such case, where the leading firm is not qualifying the minimum parameter of evaluation criteria related to ‘relevant experience’ it shall be evaluated from ‘relevant experience’ of other partner.
    - d. Valid RTA license issued by any Provincial Transport Authority shall be acceptable for either of the JV partner.
    - e. The bidder shall submit JV contract agreement on stamp paper (duly signed) with their technical proposal.
    - f. Minimum validity of JV contract agreement shall not be less than three years, otherwise submitted bid may not be considered.
    - g. The contract shall be awarded to the leading partner. Having said that the leading partner shall be solely responsible to fulfill the contractual modalities.





- 2.2 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 services under this Invitation for Bids.
  - 2.3 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.
  - 2.4 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 in accordance with **ITB clause 28.**
3. Eligible Source of Hardware / Services All hardware and services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 and this Bidding Documents, and all expenditures made under the contract will be limited to such services.

## **B. THE BIDDING DOCUMENTS**

4. 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 bidding document, 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.
5. Bidding Documents
  - 5.1 The bidding documents include:
    - a) Invitation to bid (03 pages)
    - b) Instruction to bidders (13 pages)
    - c) General conditions of contract (05 pages)
    - d) Bid data sheet (06 pages)
    - e) Special conditions of contract (03 page)
    - f) Specification, technical compliance questionnaire, drawings (07 pages)
    - g) Evaluation criteria (04 pages)
    - h) Sample forms & draft documents (20 pages)



- 5.2 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.
6. Clarification of Bidding Documents Any 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 **not later than five working days prior to the deadline for the submission of bids** prescribed in the bidding document. 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.
7. Amendments in Bidding Documents
- 7.1 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 an interested Bidder, may modify the bidding documents by amendment in accordance with the SPP Rules 2010.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
- 7.3 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

8. Language of Bid 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 language specified SCC clause 8 in this bidding document. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the bidding document, in which



- case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents  
Comprising the Bid
- The bid prepared by the Bidder shall comprise the following components:
- a) Bid shall comprise a sealed envelope.
  - b) Bid shall comprise Bid Form, Bid Security, Eligibility proof documents mentioned in the advertisement published in the newspaper(s) and specification required for the goods and price in accordance with **ITB Clauses 10, 11 & 12.**
  - c) The Bid Security (earnest money) of 2% of the bid price shall be the part of the Bid. Bids submitted without bid security or less than the 2% of the Bid price shall be rejected.
  - d) Documentary evidence established in accordance with **ITB Clause 13** that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
  - e) Documentary evidence established in accordance with **ITB Clause 13** that the goods to be supplied by the Bidder are eligible and conform to the bidding documents; and bid security furnished in accordance with **ITB Clause 15.**
10. Bid Forms
- The Bidder shall complete the Bid Form and the appropriate Financial Proposal Form furnished in the bidding documents, indicating the Goods/Services to be provided and prices which shall be kept duly concealed properly in Financial Proposal's envelope.
11. Bid Prices
- 11.1 The Bidder shall indicate on the appropriate Financial Proposal Form the unit prices (where applicable) and total bid price of the items as it proposes to provide under the contract.
  - 11.2 Prices indicated on the Financial Proposal Form shall be inclusive of all the taxes and duties.
  - 11.3 The Bidder's separation of price components in accordance with **ITB Clause 11.2** above will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.



- 11.4 Prices quoted 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 Bidding document. A bid submitted with an adjustable price quotation will be treated as unresponsive and will be rejected. If, however, in accordance with the Bidding document, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12. Bid Currencies Prices shall be quoted in Pak Rupees unless otherwise specified in the Bidding document.
13. Documents Establishing Bidder's Eligibility and Qualifications
- 13.1 Pursuant to ITB Clause 9(d), and the bid documents, the bidders should furnish their eligibility and documents evidencing their eligibility to bid and their qualification to perform the contract if, their bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under **ITB Clause 2**.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted shall establish to the Procuring agency's satisfaction:
- a) That, in the case of a bidder offering to provide goods/services under the contract, which the bidder did not provide or otherwise provide, the bidder has been duly authorized by the goods/services provider or manufacturer or producer to supply the goods/services in the procuring agency's country.
  - b) That the Bidder has the financial and technical, capability necessary to perform the contract.
  - c) That, in the case of a bidder not doing business within the procuring agency's country, the bidder is or will be (if awarded the contract) represented by an agent in that country equipped, and able to carry out the service provider's maintenance,



repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and that the Bidder meets the qualification criteria listed in the Bidding document.

14. Format and Signing the Bid
- 14.1 The bidder shall prepare an original and the number of copies of the bid indicated in the bidding document, clearly marking each **“ORIGINAL BID”** and **“COPY OF BID”** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 14.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or person duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
15. Bid Security
- 15.1 Pursuant to **ITB Clause 9**, the bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the procuring agency against the risk of Bidder’s conduct, which would warrant the security’s forfeiture.
- 15.3 The bid security shall be in Pak. Rupees and shall be a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency’s country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for further twenty-eight (28) days beyond the validity of the bid.
- 15.4 Any bid not secured in accordance with **ITB Clauses 15.1 & 15.3** will be rejected by the Procuring agency as unresponsive, pursuant to **ITB Clause 24**.
- 15.5 Bid Security of unsuccessful bidder(s) will be discharged or returned as promptly as possible.
- 15.6 Bid Security of the successful Bidder shall be discharged upon the Bidder’s signing the contract, pursuant to **ITB Clause 26**, and furnishing the performance security, pursuant to **ITB Clause 27**.



#### D. SUBMISSION OF BIDS

16. Sealing and Marking of Bids
- 16.1 The bidder shall seal the original and copy of bids in two separate sealed envelopes, duly marked as **“Technical Proposal (original)”** and **“Financial Proposal (original)”** and **“Technical Proposal (copy)”** and **“Financial Proposal (copy)”**. The envelopes shall then be sealed in an outer envelope marked **“ORIGINAL BID”** and **“COPY OF BID”**.
- 16.2 The inner and outer envelopes shall:
- a) be addressed to the Procuring Agency at the address given in the Bidding Document; and
  - b) bear the tender name indicated in the bidding document and number indicated in the Invitation to Bid, and a statement: **“DO NOT OPEN BEFORE,”** to be completed with the time and the date of opening of tender specified bidding documents & NIT
- 16.3 The inner envelopes shall also indicate the name and address of the bidder to enable the bid(s) to be returned UNOPENED. In case, it is declared **“LATE”**. If the outer envelope is not sealed and marked as required by **ITB Clause 16.1 & 16.2**, the Procuring agency will assume no responsibility for misplacement of bid(s) or premature opening.
17. Deadline for submission of bids
- 17.1 Bids must be received by the Procuring Agency at the address specified under Bid Data Sheet not later than the time and date specified in the bidding documents & NIT.
- 17.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with **ITB Clause 7**, 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 as extended.
18. Late Bids
- Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to Bid Data Sheet & NIT will be rejected and returned unopened to the bidder.



## E. EVALUATION OF BIDS

19. Opening of Bids by the Procuring Agency
- 19.1 The Procuring agency will open bids in the presence of representatives of bidder(s) who choose to attend the meeting, at the time & date, and the place specified in the Bid Data Sheet & NIT. The representatives of the bidder(s) who are present shall sign attendance sheet for evidencing their attendance.
- 19.2 The bidders' names, bid modifications or withdrawals, and such other details as the procuring agency, at its discretion, may consider appropriate, will be announced at the opening of bids.
- 19.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 19.4 The Procuring Agency will prepare minutes of the meeting.
20. Preliminary Examination
- 20.1 The Procuring agency will 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.
- 20.2 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 total price shall be corrected.
  - If the bidder does 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.
- 20.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material



deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

- 20.4 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 correcting of the nonconformity.
21. Evaluation & Comparison of Bids
- 21.1 The procuring agency will technically evaluate and compare the bid(s), which have been determined to be substantially responsive, pursuant to **ITB Clause 20**.
- 21.2 After technical evaluation, the financial evaluation shall take place for only those bids whose bids are found responsive and are technically qualified. Others shall be returned unopened
- 21.3 The procuring agency's evaluation of a bid will be on price inclusive of all the taxes and duties and will exclude any price adjustment.
22. Contacting the procuring agency
- 22.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 22.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

#### **F. AWARD OF CONTRACT**

23. Draft Agreement The Draft contract agreement along with the terms and condition is attached with this Bidding Documents. However, the final contract agreement shall be finalized with the mutual consent of Procuring Agency and the successful bidder.
24. Procuring agency's right to accept any bid or to reject any or all bids 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 award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Procuring agency's action.





25. Notification of Award
- 25.1 Prior to the expiration of the period of bid validity, the procuring agency will notify the successful bidder in writing by registered letter, that its bid has been accepted.
- 25.2 The notification of award will constitute the formation of the contract.
- 25.3 Upon the successful Bidder's furnishing of the performance security pursuant to **ITB Clause 27**, the Procuring agency will promptly notify each unsuccessful Bidder(s) and will discharge its bid security, pursuant to **ITB Clause 15**.
26. Signing the Contract
- 26.1 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 draft contract agreement, incorporating all term & conditions between the parties.
- 26.2 Within fifteen **(15) days** of receipt of the Contract Form, the successful bidder shall sign the contract and return it to the Procuring Agency.
27. Performance Security
- 27.1 Within fifteen **(15) days** 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.
- 27.2 Failure of the successful bidder to comply with the requirement of pursuant to **ITB Clause 27.1** 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.
28. Corrupt or Fraudulent Practices
- 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, SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
- a) defines, for the purposes of this provision, the terms set forth below as follows:



- i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the procuring agency of the benefits of free and open competition;
- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - c) will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government-financed contract.



**SECTION # 1 (PART-II)**  
GENERAL CONDITIONS OF THE CONTRACT



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## GENERAL CONDITIONS OF THE CONTRACT

1. Definition  
In this Contract, the following terms shall be interpreted as indicated:
  - a) **“Purchaser”** means the Police Department, Government of the Sindh, Karachi – Pakistan.
  - b) **“Contractor”** means the individual or firm whose bid has been accepted by the Purchaser and the legal successors, in title to the Contractor.
  - c) **“Contract”** means the agreement entered between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Forms and Attachments thereto and all documents incorporated by reference therein.
  - d) **“Commencement Date of the Contract”** means the date of signing of the Contract between the Purchaser and the Contractor.
  - e) **“Contractor Price”** means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.
  - f) **“Contractor Value”** means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly apportionable to the Software or Services in question.
  - g) **“Services”** means services, such as installation/fixing of canopies on vehicles and other such obligations of the Contractor covered under the specification.
  - h) **“Works”** means all items to be provided and work to be done by the Contractor under the Contract.
  - i) **“RO”** means Responding Organization/ Bidder Firm.
  - j) **“NIT”** means Notice Invitation Tender.
2. Bid Bond  
A bid bond and bid security in the shape of a Pay Order / Bank Draft in favor of **INSPECTOR GENERAL OF POLICE, SINDH** equivalent to 2% of the total cost of bid should be submitted along with the tender.
3. Validity of Proposal  
All proposal and price shall remain valid for **90 DAYS** after submission of proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.
4. Currency  
All currency in the proposal shall be quoted in Pakistan Rupees (PKR).



- 5. Withholding tax, Sales tax, and other taxes      The responding organization/bidder is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization who signs a contract with the Police Department. The responding organization will be responsible for all taxes on transaction and/or income, which may be levied by the Government. If responding organization is exempted from any specific taxes, then it will provide the relevant documents with the proposal.
- 6. Stamp Duty      The Applicable Stamp duty according to Government Rules shall be borne by responding organization/bidder at the time of signing of contract.
- 7. OEM Relationships & Warranties
  - 7.1 Management Software(s) (if provided) should have warranties for the project period against defects/bugs as well as updates.
  - 7.2 The responding organization (RO) to be authorized Partner / reseller, of the original manufacturer.
- 8. Supply Capabilities      RO should clearly indicate the duration of installation per vehicle and other service(s) as specified below keeping in view the parameters set-forth for response time in evaluation criteria:

Sr. #	Description	Response time (in days)
1	Completion of Prototype vehicle	(_____) Days
2	Completion of whole contract after approval of prototype	(_____) Days
3	After sales services (free of cost)	(_____) Days
4	Warranty period	(_____) Days

- 9. Compliance to Quality Service      The Responding Organization (RO) to provide information as required in the NIT. RO shall submit complete details of the proposed goods and other item in their technical proposals.
- 10. Financial Capabilities      The RO(s) shall describe the financial position of its organization. Income Statement or Annual Report must be included in the technical proposal.
- 11. Liquidated Damages      Liquidated damages of **0.025% per day up to 10% of the contract price will be deducted for delayed Services**. The purchaser also reserves the rights to cancel the contract, forfeit the performance security and blacklist the firm.



12. Delivery / Installation Time / Mode of payment  
Pursuant to GCC clause 8 the RO should clearly specify the timelines/ phasing for the installation and fixing of canopies on vehicles.  
**Mode of payment:** Partial Payments will be allowed as per the number of canopies installed and subsequently after successful testing and inspection by the committee of the purchaser. However, final mode of payment shall be decided at the time of signing of the contract with the mutual consent.
13. Earnest Money  
The earnest money is refundable after finalization of the bid, in case of return of financial bids unopened to unresponsive bidders, on request after opening of financial bids or when award / placement of purchase order is finalized. The bidders will, however, must apply for refund through a written request on their company's/firm's letter head addressed to AIGP/Motor Transport Sindh, PHQ South Garden Karachi.
14. Performance Security  
The successful bidder will have to deposit **10% Bank Guarantee/Security** of the amount of contract, in the form of pay order, bank guarantee or any other financial instrument recognized by Government of Pakistan, to the satisfaction of IGP Sindh. The same will be returned on due completion of the contract and warranty period.
15. Evaluation Criteria  
To conform, the approved specifications, the evaluation criteria of bids will be based on the technical expert opinion, observation of procurement & technical committees and terms & condition set-forth in the bidding documents, tender notice and bid form or as deemed appropriate by the Purchase Committee.
16. Conditional Tenders  
Conditional tenders/bids shall not be acceptable.
17. Authority Letter  
Authority letter from Principal Company for product and vender authentication shall be provided with the bid.
18. Scope of Work  
Police Department, GoS reserves the rights to increase or decrease the scope of work/number of units/items without assigning any reason.



**SECTION # 2**  
**BID DATA SHEET**





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**BID DATA SHEET**

Sr. #	Description	Details
<b>GENERAL INFORMATION</b>		
1.	Procuring Agency	Police Department, Government of Sindh
2.	Method of Procurement	Open Competitive Bidding (National Competitive Bidding)
3.	Website(s)	<a href="http://www.sindhpolice.gov.pk">www.sindhpolice.gov.pk</a> , <a href="http://e.pprasindh.gov.pk/">http://e.pprasindh.gov.pk/</a>
4.	Tender Subject	Canopy (FRP) for Pickups with Bar Light & PA System
5.	Detail description of work/assignment	As per ' <b>specification</b> ' at page # 35
6.	Procedure of Open Competitive Bidding	Single Stage – Two Envelopes Procedure would be followed as per details provided by Rule 46(2) of SPP Rules 2010
7.	Source of Funds	Government of Sindh
8.	Name & designation of PA's official(s)	Sajid Amir Suddozai, PSP SSP Operations CTD Sindh
9.	Address of Procuring Agency	Office of the Assistant Inspector General of Police Motor Transport Sindh Police Headquarters South, Garden Karachi Tel: 021-99216175
<b>BID – CURRENCY/PRICE/TAXES</b>		
10.	Currency	Pakistani Rupee (PKR)
11.	Taxes	Quoted price shall be inclusive of all applicable taxes
12.	Price	Quoted price shall be fixed (bids quoted with variable price shall be rejected).
<b>PREPARATION &amp; SUBMISSION OF BIDS</b>		
13.	Bid Security/earnest money	2% of the total bid price (pursuant to <b>ITB Clause 15</b> ) & the details provided by Rule 37 of SPP Rules 2010.  <b>Note:</b> ✓ <i>The Bid Security should be placed in envelope marked "Financial Proposal (Original)" otherwise, Bid(s) shall be declared "UN-RESPONSIVE" and therefore rejected.</i>



		✓ <i>Bid Security &amp; offer should be concealed properly by making it possible that nothing shall be visible/readable from these documents from outside of the envelope.</i>
14.	Bid Validity	90 days from the date of opening of bids as per details provided by Rule 38 of SPP Rules 2010.
15.	Sealing & marking of bids	As described in <b>ITB Clause 16</b>
16.	Address for Submission	Office of the Assistant Inspector General of Police Motor Transport Sindh Police Headquarters South, Garden Karachi Tel: 021-99216175
17.	Last date & Time for Collection of Bidding Documents	2 <sup>nd</sup> June 2023 till 1200 hrs.
18.	Last date & Time for Submission of Tender	2 <sup>nd</sup> June 2023 till 1430 hrs.
19.	Address, date & time for opening of the bid	Office of the Assistant Inspector General of Police Motor Transport Sindh Police Headquarters South, Garden Karachi Tel: 021-99216175 2 <sup>nd</sup> June 2023 at 1500 hrs.
<b>BID EVALUATION – FACTORS &amp; STAGES</b>		
20.	Bid Evaluation Factors	a. Mandatory qualification – Stage # 1 (Part-I) b. Technical qualification – Stage # 1 (Part-II) c. Lowest evaluated financial proposal – Stage # 2
21.	Bid Evaluation Stages	<b><u>Technical qualification - Stage # 1 (Part-I)</u></b> Any bid unable to qualify <b>OR</b> fail to submit documents required for mandatory qualifying requirement ( <b>sr. # 22 below</b> ) shall be declared as “ <b>UNRESPONSIVE</b> ” and eventually disqualify for next part of technical evaluation and financial proposal(s) of unresponsive bid(s) shall be returned “UN-OPENED.” <b><u>Technical qualification - Stage # 1 (Part-II)</u></b> The bid(s) qualifying in mandatory qualifying requirement as mentioned in Bid Data Sheet ( <b>sr. # 22 below</b> ) shall be eligible for the next stage of technical evaluation. Wherein, the Procurement & Technical Committees shall evaluate the proposal(s) as mentioned in “Section V” of Bidding Documents i.e., “ <b>Evaluation Criteria.</b> ”



		<p><b><u>Financial qualification - Stage # 2</u></b></p> <p>The bid(s) qualified in both parts of stage # 1 shall be eligible for opening of “<b>Financial Proposal(s)</b>” which shall be opened jointly in presence of Procurement Committee and representative(s) of participating bidder(s) who choose to attend the meeting.</p>	
<p><b>MANDATORY QUALIFYING REQUIREMENTS</b></p>			
22.	Mandatory qualifying Requirements	1.	<p>Valid “RTA” License issued by a Transport Authority in Pakistan.</p> <p><i>Note: In case of JV either of partner is acceptable.</i></p>
		2.	<p>Registration of the firms with Security Exchange Pakistan (SECP) or Company Ordinance 1984.</p>
		3.	<p>Registration of the firm with FBR, active status in ATL is mandatory.</p> <p><i>Note: In case of JV active status of both partners is mandatory.</i></p>
		4.	<p>Valid registration with SRB.</p> <p><i>Note: In case of JV registration of leading partner is mandatory. <b>OR</b></i></p> <p>Valid registration with Sales Tax Department.</p> <p><i>Note: In case of JV registration of leading partner is mandatory.</i></p>
		5	<p>Affidavit that the firm is not blacklisted &amp; involved in any active litigation with GoP or GoS.</p> <p><i>Note: In case of JV affidavit of both partners is required.</i></p>
		6	<p>Undertaking to provide access for physical inspection of working area/factory/workshop at the time of evaluation and during execution of contract.</p> <p><i>Note: In case of JV affidavit from both the partners is required.</i></p>
			<p>Valid Certifications / documentations from concerned regulator / authority shall be required</p>



<b>MISCELLANEOUS</b>		
23.	Expected date for commence of service	From date of signing of contract
24.	Performance Security	10% of value of contract price pursuant to <b>ITB Clause 27</b> and as per details provided by Rule 39 of SPP Rules 2010.
25.	No. of copies to be submitted	02 copies (01 Original + 01 Copy) <b><u>Original</u></b> Clearly marked " <b>ORIGINAL BID</b> " on outer envelope, which contains envelopes marked "Technical Proposal (original)" and "Financial Proposal (original)." <b><u>Copy</u></b> Clearly marked " <b>COPY OF BID</b> " on outer envelope, which contains envelopes marked "Technical Proposal (copy)" and "Financial Proposal (copy)."
26.	Clarification & Amendment in Bidding Documents	Pursuant to <b>ITB Clause 6 &amp; 7</b> and in accordance with rule 23 of SPP Rules the interested bidder(s) who has obtained bidding document may request for clarification of contents of the bidding document in writing, provided they are received <b>at least five (05) calendar days</b> prior to the date of opening of proposals.
27.	Modification in scope of work	Police Department GoS reserves the rights to increase / decrease the scope of work / number of units / items without assigning any reason.
28.	Important notes:	a) The bidders are advised to keep their offer secret, any exposure of 2% earnest money or its value or value 10% performance security in technical proposal shall results declaration of the bid as UN-RESPONSIVE. b) GCC Clause 8 i.e., Supply capability (at page # 22) is required to be filled essentially, otherwise the bid shall be declared UN-RESPONSIVE. c) Technical Compliance Questionnaire (at page # 37 to 38) is required to be filled essentially, otherwise the bid shall be declared UN-RESPONSIVE. d) Bidders must submit mandatory documents (page # 28), otherwise their bid shall be declared UN-RESPONSIVE.



**SECTION # 3**  
**SPECIAL CONDITION OF THE CONTRACT**



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## SPECIAL CONDITIONS OF THE 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. Definition The Procuring Agency is Police Department, Government of Sindh
2. Country of origin Pakistan
3. Performance Security The contractor will provide the respective Performance Security in the sum equivalent to 10% of the Bid Price at the time of signing of contract.
4. Payment The Payment terms and conditions should clearly be mentioned in the financial proposal at the time of submission with the bid. The terms and conditions will be finalized as per mutual agreement / consent at the time of signing of contract.
5. Prices Price quoted by the bidder shall be fixed during the Bidder's Performance and not subject to variation on any account, unless otherwise specified in the bidding document.
6. Liquidated Damages Liquidity Damages of 0.025% per day up to 10% of the Contract Price will be deducted for Delayed Service
7. Resolution of Dispute In case of a dispute between Procuring Agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.
8. Governing Language English
9. Notices All notices shall be address at:  
Office of the Assistant Inspector General of Police  
Motor Transport Sindh  
Police Headquarters South, Garden Karachi  
Tel: 021-99216175





**SECTION # 4**  
SPECIFICATION, TECHNICAL COMPLIANCE QUESTIONNAIRE



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**SPECIFICATION**

CATAGORY	SPECIFICATIONS
<b>Variants</b>	Toyota Hilux 4x2 Single Cabin Pickups (14 nos.) & Toyota Hilux 4x4 Single Cabin Pickups (5 Nos.,)
<b>Structure</b>	Steel structure to be made with $\phi$ 1 $\frac{1}{4}$ "x16 SWG Round Pipe
	Stairs (width 16") on left and right-side for front entrance in canopy with grip handles and two footsteps (size 12" x 3" L x W). Each footstep made with MS checkered plate 2mm thick & remain inside the supporting pipe, gap between two footsteps will be 15"
	Front safeguard made with MS Pipe $\phi$ 48 mm (1.6mm thick) to be fitted with nuts & bolt on front bumper
	"Z" shape footsteps width 12" (size 1"x2"x3" made with MS Plate 1.95mm)
	Rear safeguard 70x70mm MS square pipe (1.6 mm thick), mounting should be linked with strong cross brackets
<b>Canopy</b>	Thickness of metal canopy outer wall 14 SWG (1.95mm) inner wall 18 SWG (1.2mm)
	Reinforcement by inserting KIKAR dry wood (1 $\frac{1}{8}$ " thick) placed between inner & outer wall of canopy
	Inner height of canopy will be 57" one doom light (LED) shall be fitted
	Opening 59"x10" (W x H) each right & left sides of canopy (fixing of round pipe $\phi$ $\frac{5}{8}$ " three numbers at equal distance)
	Opening 48"x10" (W x H) front sides of canopy (fixing of round pipe $\phi$ $\frac{5}{8}$ " three numbers at equal distance)
	Front entrance both sides (size 33" x 32.75" W x H) for approach to commando seats
	Fixing of rubber panel 1 $\frac{1}{4}$ "x93"x9mm (Width x Length x Thick) between vehicle deck & metal canopy
	Outer grip handles (9 nos.,) size 18" made with round pipe $\phi$ 1" (thick 16 SWG)
	Inner handle size 36" made with round pipe $\phi$ 1" (thick 16 SWG)
	Provision of 31" x 33" sliding lid cover, so that the armed personnel can standup in between its locking shall be from inside with 4" tower bolts (02 nos.,)
<b>Seats</b>	Front commando seat frame to be made with MS Angle (size 1 $\frac{1}{4}$ "x 1 $\frac{1}{4}$ " x 3mm) cushioned with 1 $\frac{1}{2}$ " lifetime foam with 1" poly foam covered with leatherette
	Front commando seats (1 each L/R) cushioned with 1 $\frac{1}{2}$ " lifetime foam with 1" poly foam covered with leatherette
	Rear bench style seats (size 12" x 48" W x L) made with MS Angle (size 1 $\frac{1}{4}$ "x 1 $\frac{1}{4}$ " x 3mm) and cushioned with 1 $\frac{1}{2}$ " lifetime foam with 1" poly foam covered with leatherette and provision of storage box underneath, which shall be openable from top (seat) with help of the hinges
<b>Interior</b>	14" x 28" (W x L) steel frame made with checker plate (2mm thick) so the armed personnel can standup
	Provision of water cooler stand (10 liters cooler) made with MS flat bar size 1"x3mm
<b>Accessories</b>	Fire extinguisher 2 KG DCP (01 unit) suitable for A, B, C class fire for driver cabin
	Water cooler (10 liters capacity)
	L-300 bar light with red and blue flashing lights (LEDs 92x1 watt each) with PA System (100 watts) with multi tone siren
	Both R/L sides, commando & front openings to be covered with tarpaulin (4x4) or Panda fabric with enough buckles & straps to avoid fluttering
<b>Branding</b>	Police logos on both doors of driver cabin and bonnet (total 03 nos.,)
	"POLICE" stickers (reflector type plotter cutting) on front deflector, bonnet, & both sides of canopy

**TECHNICAL COMPLIANCE QUESTIONNAIRE**

Note: Each row to be filled, either YES or NO

CATAGORY	SPECIFICATIONS	Yes	No
<b>Variants</b>	Toyota Hilux 4x2 Single Cabin Pickups (14 nos.) & Toyota Hilux 4x4 Single Cabin Pickups (5 Nos.,)		
<b>Structure</b>	Steel structure to be made with $\phi$ 1¼"x16 SWG Round Pipe		
	Stairs (width 16") on left and right-side for front entrance in canopy with grip handles and two footsteps (size 12" x 3" L x W). Each footstep made with MS checkered plate 2mm thick & remain inside the supporting pipe, gap between two footsteps will be 15"		
	Front safeguard made with MS Pipe $\phi$ 48 mm (1.6mm thick) to be fitted with nuts & bolt on front bumper		
	"Z" shape footsteps width 12" (size 1"x2"x3" made with MS Plate 1.95mm)		
	Rear safeguard 70x70mm MS square pipe (1.6 mm thick), mounting should be linked with strong cross brackets		
<b>Canopy</b>	Thickness of metal canopy outer wall 14 SWG (1.95mm) inner wall 18 SWG (1.2mm)		
	Reinforcement by inserting KIKAR dry wood (1½" thick) placed between inner & outer wall of canopy		
	Inner height of canopy will be 57" one doom light (LED) shall be fitted		
	Opening 59"x10" (W x H) each right & left sides of canopy (fixing of round pipe $\phi$ ½" three numbers at equal distance)		
	Opening 48"x10" (W x H) front sides of canopy (fixing of round pipe $\phi$ ½" three numbers at equal distance)		
	Front entrance both sides (size 33" x 32.75" W x H) for approach to commando seats		
	Fixing of rubber panel 1¼"x93"x9mm (Width x Length x Thick) between vehicle deck & metal canopy		
	Outer grip handles (9 nos.,) size 18" made with round pipe $\phi$ 1" (thick 16 SWG)		
	Inner handle size 36" made with round pipe $\phi$ 1" (thick 16 SWG)		
	Provision of 31" x 33" sliding lid cover, so that the armed personnel can standup in between its locking shall be from inside with 4" tower bolts (02 nos.,)		
<b>Seats</b>	Front commando seat frame to be made with MS Angle (size 1¼"x 1¼" x 3mm) cushioned with 1½" lifetime foam with 1" poly foam covered with leatherette		
	Front commando seats (1 each L/R) cushioned with 1½" lifetime foam with 1" poly foam covered with leatherette		
	Rear bench style seats (size 12" x 48" W x L) made with MS Angle (size 1¼"x 1¼" x 3mm) and cushioned with 1½" lifetime foam with 1" poly foam covered with leatherette and provision of storage box underneath, which shall be openable from top (seat) with help of the hinges		
<b>Interior</b>	14" x 28" (W x L) steel frame made with checker plate (2mm thick) so the armed personnel can standup		
	Provision of water cooler stand (10 liters cooler) made with MS flat bar size 1"x3mm		
<b>Accessories</b>	Fire extinguisher 2 KG DCP (01 unit) suitable for A, B, C class fire for driver cabin		
	Water cooler (10 liters capacity)		
	L-300 bar light with red and blue flashing lights (LEDs 92x1 watt each) with PA System (100 watts) with multi tone siren		
	Both R/L sides, commando & front openings to be covered with tarpaulin (4x4) or Panda fabric with enough buckles & straps to avoid fluttering		
<b>Branding</b>	Police logos on both doors of driver cabin and bonnet (total 03 nos.,)		
	"POLICE" stickers (reflector type plotter cutting) on front deflector, bonnet, & both sides of canopy		
	Police logos on both doors of driver cabin and bonnet (total 03 nos.,)		



## **SECTION # 5**

### **EVALUATION CRITERIA**



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2.	Section # 2 – Response time	39 to 40
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**EVALUATION CRITERIA**

DESCRIPTION		EVALUATION PARAMETER & MARKING SLAB		REMARKS
<b>Section # 1 – Company Profile &amp; Relevant Experience</b>				
1.	Company experience from date of operations	Less than 3 years	0	Certificate of incorporation (photocopy) of the firm or leading partner (in case of JV) is required to evaluate.
		Over 3 up to 5 years	3	
		Over 5 up to 8 years	6	
		Over 8 years	10	
2.	Average annual turnover from last 3 years (2019-20, 2020-21 & 2021-22)	Less than 3 million	0	Auditor's certified financial statements for last 3 years or bank statement of the firm or leading partner (in case of JV) is required.
		Over 3 up to 5 million	6	
		Over 5 up to 8 million	12	
		Over 8 million	20	
3.	In hand projects/assignment (From 1 <sup>st</sup> July 2022 to tender opening date)	Less than 1 million	0	Relevant documentary evidence of the firm or leading partner (in case of JV) is required.
		Over 1 up to 3 million	3	
		Over 3 up to 5 million	6	
		Over 5 million	10	
4.	Relevant Experience for last 3 years for body fabrication (2019-20, 2020-21 & 2021-22)	Less than 3 work order	0	Work orders for minimum value of one hundred thousand will be required specifically for body fabrication in case of JV either of partner will be required.
		Over 3 up to 5 work orders	3	
		Over 6 up to 8 work orders	6	
		More than 8 work orders	10	
<b>Total Section 1</b>			<b>50</b>	
<b>Section # 2 – Response Time</b>				
5.	Completion of prototype vehicle (01 unit)	Over 20 days	0	Calculation shall be made on the response time indicated by the bidder in <b>Clause 8 of GCC i.e., Supply Capability.</b>
		Over 15 up to 20 days	3	
		Over 7 up to 15 days	6	
		Within 7 days	10	
6.	Completion of whole contract after approval of prototype	Over 45 days	0	Calculation shall be made on the response time indicated by the bidder in <b>Clause 8 of GCC i.e., Supply Capability.</b>
		Over 40 up to 45 days	3	
		Over 30 up to 40 days	6	
		Within 30 days	10	
7.	After sales services (free of cost)	Within 30 days	0	Calculation shall be made on the response time indicated by the bidder in <b>Clause 8 of GCC i.e., Supply Capability.</b>
		Over 30 up to 60 days	3	
		Over 60 up to 90 days	6	
		Over 90 days	10	



8.	Warranty	Within 120 days	0	Calculation shall be made on the response time indicated by the bidder in <b>Clause 8 of GCC i.e., Supply Capability.</b>
		Over 120 up to 150 days	3	
		Over 150 up to 180 days	6	
		Over 180 days	10	
9.	100% Technical Compliance Questionnaire	Any No	0	Calculation shall be made on the questionnaire filled by the bidder given in <b>Section 4 i.e., Scope of works.</b>
		All Yes	10	
<b>Total Section 2</b>			<b>50</b>	
<b>Final (50% of Section 1) + (50% of Section 2)</b>				

**Important Note:**

1. Total marks = 100
2. Passing marks, minimum requirement is **50%** for each section and **60%** in total.
3. Disqualify in any of component of any of the section of evaluation criteria shall be declared **“UNRESPONSIVE”** and financial proposal of such bid shall be returned unopened.
4. The bid(s) qualified in both parts of **Stage # 1** (i.e., technical qualification) shall be eligible for evaluation in **Stage # 2** i.e., financial evaluation.
5. All the bids shall be evaluated strictly in accordance with the terms & conditions set forth in the standard bidding documents and the guideline provided in Rule 42 of SPP Rule 2010.





**SECTION # 6**  
**SAMPLE FORMS & DRAFT DOCUMENTS**



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## BID FORM (SAMPLE)

**BID FORM** for \_\_\_\_\_

To:

Inspector General of Police,  
Sindh Karachi.

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, for the above contract, we, the undersigned, offer to supply, deliver and test in conformity with the said bidding documents (Technical and Financial proposals are attached as Annexure-B and Annexure-C respectively) are submitted herewith separately as per your requirement.

We undertake, (if our bid is accepted) to complete the supply in accordance with the delivery time mention in this tender documents.

If our bid is accepted, we will provide the performance security in the sum equivalent to 10% of the Contract Price i.e., Rs.\*\*\*\*\* for the due performance of the contract as per bid Security Form.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

**WITNESS**

\_\_\_\_\_  
BIDDER (Sign + Seal)

Signature: -----

Signature: -----

Name:-----

Name:-----

Title:-----

Title:-----

Address:-----

Address:-----

CNIC #:-----

CNIC #:-----



## TECHNICAL PROPOSAL FORM

Bidder's Profile		
Name		
Official Address		
Telephone(s) No.		
Official Fax No.		
GST Registration No.		
Income Tax Reg. No.		
Sr. No.	Description	Supply Duration (in weeks/Months)
1		

**Note:** Please carefully read the whole document and provide all necessary details with proof of evidence.

\_\_\_\_\_  
BIDDER (Sign + Seal)

(This form is compulsory and must be carefully filled in original with technical proposal)



## FINANCIAL PROPOSAL FORM

Bidder's Profile				
Name				
Official Address				
Telephone(s) No.				
Official Fax No.				
GST Registration No.				
Income Tax Reg. No.				
No. of years in business				
Sr. #	Description	Quantity	Unit Cost (Rs)	Total Cost (Rs)
<b>Total Cost in Pak Rupees</b>				
(in words. _____ )				

**Note:** Earnest money will be equivalent to 2% of the total bid cost. Only Pay Order/Bank Draft for earnest money will be acceptable in favor of Inspector General of Police, Sindh, Karachi.

\_\_\_\_\_  
BIDDER (Sign + Seal)

(This form is compulsory and must be carefully filled in original with financial Proposal)



## GENERAL INFORMATION REQUIRED

The Bidder should also provide the following required information and placing this Form on top of the Technical Proposal. Relevant portions of the Technical Proposal should be referenced in this form.

- 1 Name of Bidder \_\_\_\_\_
- 2 No. of Years in business in Pakistan \_\_\_\_\_
- 3 No. of Offices locations in Pakistan \_\_\_\_\_
- 4 Annual Turnover (Million Rs.) \_\_\_\_\_
- 5 Value of projects in hand (details may be given) \_\_\_\_\_
- 6 Year of Incorporation (since in operation) \_\_\_\_\_
  
- 7 Status of the Bidder  
Sole Proprietor
- Partnership
- Private Limited
- Public Limited
- Entity registered/incorporated outside Pakistan.  
(If yes, give detail) \_\_\_\_\_
- Other (please specify) \_\_\_\_\_
  
- 8 Names of Owner / Partners / Chief Executive / Directors \_\_\_\_\_
  
- 9 Details of Registered Head Office (address, phone, fax, email & website information) \_\_\_\_\_
  
- 10 Detail of skilled & un-skilled staff (separate sheet can be attached) \_\_\_\_\_



## BID SECURITY FORM (SAMPLE)

**WHEREAS** \_\_\_\_\_ (hereinafter called “**the Bidder**” has submitted its bid dated \_\_\_\_\_ for the purchase of “\_\_\_\_\_”, (hereinafter called “**the Bid**”).

**KNOW ALL MEN** by these presents that We \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of Country) having our registered office at \_\_\_\_\_ (address of Bank) hereinafter called “the Bank”) are bound into the Inspector General of Police, Sindh, Karachi, Pakistan (hereinafter called “the Purchaser”) in the sum of \*\*\*\*\* , for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.  
THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to execute the Contract Form, when requested.

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 28 days beyond the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)

By \_\_\_\_\_

(Title)

Authorized Representative



## PERFORMANCE SECURITY (SAMPLE)

To: Inspector General of Police, Sindh,  
Karachi, Pakistan.

**WHEREAS** (Name of the Contractor)

Hereinafter called "the Contractor" has undertaken, in pursuance of the bid for the purchase of hardware including "\_\_\_\_\_", dated \_\_\_\_\_ 202\_\_, (hereinafter called "the Contract").

**AND WHEREAS** we have agreed to give the Contractor a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total Sum of Rs\*\*\*\*\* as 10% of the total contract value (Amount of the guarantee), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums, within the limits of 10% of the total contract value (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 \_\_\_ day of \_\_\_\_\_ 202\_\_, or the warranty period.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Seal \_\_\_\_\_





## CONTRACT FORM (DRAFT)

(Contract shall be finalized with consent of both parties)

1. This contract agreement is made and entered into on \*\*\*\*\* BY AND BETWEEN.
2. Inspector General of Police, Sindh, Central Police Office, I.I. Chundrigar Road, Road, Karachi, hereinafter referred as **BUYER**, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns officers delegated to perform functions of procurements for and on behalf of various units of Police Department, Government of Sindh of ONE PART.

AND

3. M/s. \*\*\*\*\*, having its registered office \*\*\*\*\*, Telephone No. \*\*\*\*\* & registered office \*\*\*\*\*, hereinafter referred as **SUPPLIER**, which expression shall, unless, repugnant to the context of meaning thereof, be deemed to include its successor, and permitted assigns of the OTHER PART.
4. WHEREAS, the Inspector General of Police, Sindh is entrusted with responsibility of procurement of goods as per description and quantity mentioned below:

Sr. #	Description	Quantity
1.	Canopy (FRP) for Pickups with Bar Lights & PA System	264 Nos.

5. AND WHEREAS, the Inspector General of Police, Sindh in accordance with the Sindh Public Procurement Rules 2010, as notified by the Government of Sindh vide Notification No SORI(SGA&CD)2-30/2010, dated 8<sup>th</sup> March 2010 invited bids through local newspapers (NIT published in local newspapers and hoisted on websites of SPPRA and Police Department GoS) for FRP body fabrication on Toyota Hilux 4x2 S/C Deck Less Pickup of Police Department, Government of Sindh hereinafter referred as "**GOODS.**"
6. THAT, the SUPPLIER submitted their bid in accordance with Rule 15(b) of SPP Rules 2010.
7. THAT, the rates offered by the SUPPLIER for the services as shown and given in clause 10.5(a) below of this contract agreement, which based on clause 46(2)(j) of SPP Rules 2010. Therefore, on the recommendation of Procurement Committee the Competent Authority i.e., Inspector General of Police, Sindh has approved the rates offered by the SUPPLIER and the BUYER agrees to place purchase order to the SUPPLIER.



8. NOW THEREFORE THE PARTIES HEREBY AGREED AS FOLLOWS:

- 8.1 This AGREEMENT's words and expression shall have the same meaning, as are respectively assigned to them in the condition of contract referred to Bid Documents.
- 8.2 Following documents shall be deemed to form and be read and construed as integral part of this agreement:
- a.) The Bid Documents issued by the BUYER and subsequently submitted by the SUPPLIER.
  - b.) Documents submitted along with technical proposal by the SUPPLIER.
  - c.) Financial proposal submitted by the SUPPLIER.

9. MAIN SCOPE OF WORK

That the SUPPLIER agrees to mount canopies on Toyota Hilux 4x2 S/C Deck Less pickup with following specification:

CATAGORY	SPECIFICATIONS
<b>Variants</b>	Toyota Hilux 4x2 Single Cabin Pickups (14 nos.) & Toyota Hilux 4x4 Single Cabin Pickups (5 Nos.,)
<b>Structure</b>	Steel structure to be made with $\phi$ 1 1/4"x16 SWG Round Pipe
	Stairs (width 16") on left and right-side for front entrance in canopy with grip handles and two footsteps (size 12" x 3" L x W). Each footstep made with MS checkered plate 2mm thick & remain inside the supporting pipe, gap between two footsteps will be 15"
	Front safeguard made with MS Pipe $\phi$ 48 mm (1.6mm thick) to be fitted with nuts & bolt on front bumper
	"Z" shape footsteps width 12" (size 1"x2"x3" made with MS Plate 1.95mm)
	Rear safeguard 70x70mm MS square pipe (1.6 mm thick), mounting should be linked with strong cross brackets
<b>Canopy</b>	Thickness of metal canopy outer wall 14 SWG (1.95mm) inner wall 18 SWG (1.2mm)
	Reinforcement by inserting KIKAR dry wood (1 1/8" thick) placed between inner & outer wall of canopy
	Inner height of canopy will be 57" one doom light (LED) shall be fitted
	Opening 59"x10" (W x H) each right & left sides of canopy (fixing of round pipe $\phi$ 3/8" three numbers at equal distance)
	Opening 48"x10" (W x H) front sides of canopy (fixing of round pipe $\phi$ 3/8" three numbers at equal distance)
	Front entrance both sides (size 33" x 32.75" W x H) for approach to commando seats
	Fixing of rubber panel 1 1/4"x93"x9mm (Width x Length x Thick) between vehicle deck & metal canopy
	Outer grip handles (9 nos.,) size 18" made with round pipe $\phi$ 1" (thick 16 SWG)
	Inner handle size 36" made with round pipe $\phi$ 1" (thick 16 SWG)
	Provision of 31" x 33" sliding lid cover, so that the armed personnel can standup in between its locking shall be from inside with 4" tower bolts (02 nos.,)
<b>Seats</b>	Front commando seat frame to be made with MS Angle (size 1 1/4"x 1 1/4" x 3mm) cushioned with 1 1/2" lifetime foam with 1" poly foam covered with leatherette
	Front commando seats (1 each L/R) cushioned with 1 1/2" lifetime foam with 1" poly foam covered with leatherette
	Rear bench style seats (size 12" x 48" W x L) made with MS Angle (size 1 1/4"x 1 1/4" x 3mm) and cushioned with 1 1/2" lifetime foam with 1" poly foam covered with leatherette and provision of storage box underneath, which shall be openable from top (seat) with help of the hinges
<b>Interior</b>	14" x 28" (W x L) steel frame made with checker plate (2mm thick) so the armed personnel can standup



	Provision of water cooler stand (10 liters cooler) made with MS flat bar size 1"x3mm
<b>Accessories</b>	Fire extinguisher 2 KG DCP (01 unit) suitable for A, B, C class fire for driver cabin
	Water cooler (10 liters capacity)
	L-300 bar light with red and blue flashing lights (LEDs 92x1 watt each) with PA System (100 watts) with multi tone siren
	Both R/L sides, commando & front openings to be covered with tarpaulin (4x4) or Panda fabric with enough buckles & straps to avoid fluttering
<b>Branding</b>	Police logos on both doors of driver cabin and bonnet (total 03 nos.,)
	"POLICE" stickers (reflector type plotter cutting) on front deflector, bonnet, & both sides of canopy

## 10. TERMS & CONDITIONS

### 10.1 Commencement of agreement

This agreement will be commenced from signing of this contract will is valid till completion of warranty period i.e., \*\*\*\*\*days.

### 10.2 Responsibilities of the SUPPLIER

- a) During execution of this contract the SUPPLIER shall provide immediate trouble free after sales service for \*\*\*\*\* days.
- b) All the material, articles, fixings, wiring used by the SUPPLIER shall be new and prime in quality. Second hand or low standard item shall not be used.
- c) Provision of the any item, whatsoever shall be responsibility of the SUPPLIER.
- d) Replacement, repairs & maintenance (whatever required) for broken fragmented, shattered, cracked, damaged or faulty items shall be done by the SUPPLIER.
- e) The SUPPLIER shall not use any information or data or any document of the BUYER for marketing or any of their benefits during or after expiry of this contract.

### 10.3 Responsibilities of the BUYER

- a) The BUYER shall provide vehicles on the premises/factory/workshop of the SUPPLIER for mounting the canopies as and when required during execution of this contract.
- b) The BUYER shall provide vehicles on the premises/factory/workshop of the SUPPLIER for replacement, repairs & maintenance (whatever required) for broken fragmented, shattered, cracked, damaged or faulty items in view of after sales service within \*\*\*\*\* days after delivery of goods.
- c) The BUYER shall provide vehicles on the premises/factory/workshop of the SUPPLIER for replacement, repairs & maintenance (whatever required) for broken fragmented, shattered, cracked, damaged or faulty items in view of warranty within \*\*\*\*\* days after delivery of goods.

### 10.4 Inspection of the SUPPLIES



After mounting of canopies along with all required accessories, equipment, and articles or workmanship. The vehicles shall be presented to the Departmental Inspection Committee for their inspection. This committee shall be at liberty to reject in total or any part thereof if it is not in accordance with required specification. Such rejection shall be final, and no appeal or review will be permissible against the decision of inspection committee. The SUPPLIER shall be bound to improve workmanship or rectify/replace the article(s) within the timeframe given by the Departmental Inspection Committee.

**10.5 Payments for the SUPPLIES**

- a) The payment of supplied & accepted units shall be made through Account General Sindh by AIGP Logistics, CPO Sindh within current financial year 2022-23, in accordance with rates mentioned below:

Sr.#	Item/Services	Rate per unit
1	Canopy (FRP) for Pickups with Bar Lights & PA System	Rs.*****/- (e.g., per unit per year including all applicable taxes)

- b) In full consideration for provision and acceptance of the supplies and of the fulfillment of other obligations under this agreement. The Inspector General of Police, Sindh shall subject to the provisions of this agreement pay or cause to be paid to M/s. \*\*\*\*\*.
- c) The bill shall be submitted to the authorized representative of the BUYER (as mentioned in clause 13.4 below) and duly signed by the authorized representative of the SUPPLIER (as mentioned in clause 13.4 below).

**10.6 Currency of payment**

The payment shall be made in Pakistan Currency i.e., Pak Rupee.

**10.7 Price**

Price quoted by the supplier shall be fixed during execution of this contract agreement.

**10.8 Performance security**

- a. The SUPPLIER shall provide the 10% of cost of contract as performance security:
- b. The validity of performance security shall be equivalent to lifespan of this contract agreement.
- c. On extension of contract agreement the SUPPLIER shall extend validity of performance security also for the period extended (if materialized).

**10.9 Delay in performance**

Liquidity damages @ 0.025% per day up to 10% of the contract value shall be deducted for delayed services or breach of contract.



#### 10.10 **Settlement of disputes**

- a. The parties shall use their best efforts to settle amicably all disputes arising out of or in-connection with this contract or the interpretation thereof.
- b. Any and every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof including but not limited to its breach, termination or invalidity thereof, Inspector General of Police, Sindh and \*\*\*\*\* shall use their best efforts to settle amicably any claim of controversy, disputes arising out or in connection with this Agreement or its interpretation between the Parties or any breach thereof. Any dispute between the parties under this Agreement which cannot be settled amicably, satisfactorily by correspondence or by mutual discussion within thirty (30) days after receipt by one party of the other party's request for amicable settlement shall be referred to two (2) Arbitrators for Arbitration one to be appointed by each party. The Arbitration proceedings shall be conducted in accordance with the Arbitration Act, 1940, and any subsequent amendments thereof, by one or more arbitrators appointed in accordance with the said Act and the decision of the Arbitrators shall be final and binding.
- c. The Arbitrator(s) shall hear each dispute submitted by a party for arbitration. Arbitration proceedings shall be held at Karachi. Until the announcement of the Award each party shall bear their own cost and expenses.
- d. The language of the arbitration shall be English.
- e. During arbitration, this agreement shall be executed continuously by both parties except the matter under arbitration.

#### 10.11 **Modification**

Modification of the terms & conditions of this contract, including any modification in specifications, may only be made by written agreement between the parties and shall not be effective until the consent of the association has been obtained. However, each party shall give due consideration to any proposal for modification proposed by the other party.



## **11. TERMINATION OF THE CONTRACT**

### **11.1 By the BUYER**

The BUYER may issue termination notice in written by not less than thirty (30) days to the SUPPLIER if:

- a) The SUPPLIER fails to remedy a failure in the performance of their obligation hereunder, as specified in a notice of suspension or within such further period as the BUYER may have subsequently approved in writing.
- b) If the SUPPLIER become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) If, because of force majeure, the SUPPLIER is unable to perform a material portion of the contract for a period not less than thirty (30) days, or,
- d) If the BUYER, for any valid reason whatsoever, decides to terminate the contract.
- e) In case of termination, the BUYER shall release all due payments for the SUPPLIES delivered or in transit to be delivered in sixty (60) days from the date of termination.

### **11.2 By the SUPPLIER**

The SUPPLIER may issue termination notice in written not less than thirty (30) days. Such notice to be given after the occurrence of any of the events specified in following:

- a) If the BUYER fails to pay any money due to the SUPPLIER pursuant in this contract and not subject to dispute to pursuant to within thirty (30) days after receiving written notice from the SUPPLIER that such payment is overdue.
- b) If the BUYER is in material breach of its obligation pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the SUPPLIER may have subsequently approved in writing).
- c) If, because of force majeure, the SUPPLIER is unable to perform a material portion of the contract for a period of not less than sixty (60) days.

### **11.3 Cessation of rights and obligations**

Upon termination of this contract pursuant to termination clause hereof, or upon expiration of the contract, all rights and obligation of the parties hereunder shall cease except (i) such right and obligation as may have accrued on the date of termination or expiration (ii) the obligation of confidentiality.



#### 11.4 **Payment upon termination**

Upon termination of this contract hereof, the BUYER shall make the following payments to the SUPPLIER:

- a) The SUPPLIES satisfactorily delivered prior to the effective date of termination.
- b) Reimbursable expenses pursuant for expenditures actually incurred prior to the date of termination; and
- c) Except in the case of termination pursuant to paragraph, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.
- d) The BUYER shall release all due payments for the SUPPLIES delivered or in transit to be delivered in 30 days from the date of termination.

#### 11.5 **Disputes about event of termination**

If either party disputes whether an event specified in agreement has occurred such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration and this contract shall not be terminated on account of such event except or in accordance with the terms of any resulting arbitral award.

### 12. **FORCE MAJEURE**

#### 12.1 **Definition:**

For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.

- a) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) consider at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- b) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 12.2 **No Breach of contract**

The failure of Party to fulfill any of its obligations hereunder shall not be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care, and reasonable alternative



measures, all with the objective of carrying out the terms and conditions of this contract.

### 12.3 Measures to be taken

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum delay.
- b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty (30) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### 12.4 Extension of Time

Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

### 12.5 Consultation

Not later than sixty (60) days after the SUPPLIER because of an event of Force Majeure, have become unable to perform a material portion of the SERVICES the parties shall consult with each other with a view on agreeing an appropriate measure to be taken in the circumstances.

### 12.6 Suspension

The BUYER may, by written notice of suspension to the SUPPLIER, hereunder if the SUPPLIER fails to perform any of their obligations under this contract, including the carrying out of the SERVICES provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the SUPPLIER to rectify such failure within a period not exceeding thirty days (30) days after receipt by the SUPPLIER of such notice of suspension.

## 13. GENERAL PROVISIONS

### 13.1 Law Governing Contract

This contract, its meaning and its interpretation, and the relation between the parties shall be governed by the applicable laws of the Islamic Republic of Pakistan, which are in force for the time being.

### 13.2 Language

This contract has been executed in the English language, which shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this contract.

### 13.3 Headings





The headings shall not limit or affect the meaning of this contract.

**13.4 Notices**

- a) Any notice, request or consent required or permission or billing to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such party at the following address:

**For the BUYER**

AIGP MT Sindh  
 Police Department, GoS  
 PHQ South Garden  
 Karachi  
 Tel: 021-99216175

**For the SUPPLIER**

\*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 Tel:\*\*\*\*\*

- b) Notice will be deemed to be effective as follows:
  - i. In the case of personal delivery or registered mail, on delivery.
  - ii. In the case of facsimiles / Email, within 24 hours following confirmed transmission.
- c) A party may change its address for notice hereunder by giving the other party notice of such change pursuant to this clause.

**13.5 Authorized Representatives**

- a) On behalf of the BUYER by the DIGP T&T Sindh.
- b) On behalf of the SUPPLIER, Company’s Secretary, or his nominated person

**14. MISCELLANEOUS**

In any arbitration proceeding hereunder:

- 14.1 Proceedings shall, unless otherwise agreed by the parties, be held in Karachi, Pakistan,
- 14.2 The English language shall be the official language for all purposes; and
- 14.3 The decision of the sole arbitrator or majority of the arbitrator (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the parties hereby waive any objections to the claims of immunity in respect of such enforcement.
- 14.4 Any delay occurred due to any local / state / Federal Government agencies or their departments including any Arm forces or a private company interference or involvement that causes to stop performance contractor work or making the involvement that causes to stop performing contractor work or making the progress slow it will not count against SUPPLIER



- performance or any clause mention in whole contract and it is BUYER's responsibility to resolved problem with assistance of Supplier.
- 14.5 Any additional work request by BUYER or required by the project which is not part of the agreement must bear the expenditure for that through change request procedure.
  - 14.6 At the time of inspection of each stage all the repaired /maintenance equipment should be on working condition.
  - 14.7 The maintenance will be supervised by the BUYER to maintain the quality of SERVICES for the future payments of SERVICES based on satisfactory performance.
  - 14.8 The SUPPLIER will be responsible for the safe deposit of the all the tracker devices (already installed if any) dismantled from the vehicles at MT Workshop Garden Headquarters Karachi.
  - 14.9 A proper mechanism will be devised for installation and dismantling of the equipment in the vehicles.
  - 14.10 The timelines should be followed strictly; in case of delay the LD will be imposed.
  - 14.11 The payments will be made based on satisfactory performance certificates from the Supervisory Officer.
  - 14.12 After initial installation of units in the vehicles, if the BUYER requires to shift / transfer the unit from one vehicle to another the SUPPLIER shall perform the activity free of cost equivalent to the initial 10% of the total number of units installed vehicle. After the figure of 10%, the BUYER would have to provide the transport or transport charges for such transfers. However, the installation shall be free of cost.
  - 14.13 The BUYER shall provide a list of focal persons who shall coordinate with the SUPPLIER for ongoing service-related issues and installation off-techs. The BUYER shall further provide a list of supervisory officers to be contacted by SUPPLIER whenever required.
  - 14.14 Whenever a vehicle becomes un-responding the SUPPLIER shall observe it for 12 hours and if it is not revived shall intimate the concerned focal person within 24 hours. However, the SUPPLIER shall not be responsible for delay if the BUYER is unable / fails to arrange the vehicle within 24 hours of the intimation. In this context the SUPPLIER shall have documentary proof that the failure is on the part of BUYER.
  - 14.15 The SUPPLIER shall be responsible to provide necessary trainings to staff of BUYER whenever required or requested by the BUYER throughout the period of service without any cost.
  - 14.16 Supplier shall be responsible that all SERVICES and Hardware / Software to be used / installed under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 and all expenditures made under the contract will be limited to such SERVICES.



IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

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Signature  
On behalf of Supplier

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Signature  
On behalf of Buyer



### INTEGRITY PACT

Declaration of fees, commission, and brokerage etc. payable by the supplier of goods, services and works in contract worth Rs. 10.00 million or more.

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

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

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

..... [name of Supplier] 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 GoS through any corrupt business practice.

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

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

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

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] 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 GoS.

Name of Buyer \_\_\_\_\_

Name of Seller/Supplier \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

[Seal]

[Seal]