ENERGY DEPARTMENT

Sindh Solar Energy Project

Tender Document

Single Stage – One Envelope

10 KVA Solar System with Battery Backup

DEFINITIONS

"Bid" means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by Energy Department - Sindh Solar Energy Project (SSEP).

"Bid with Lowest Evaluated Cost" means the bid quoting lowest evaluated cost amongst all those bids evaluated to be substantially responsive;

"Bidder" means a person or entity submitting a bid;

"Bidding Documents" means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

"Bidding Process" means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

"Blacklisting" means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

"Calendar Days" means days including all holidays;

"Conflict of Interest" means -

(i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to SSEP to obtain an undue benefit for himself or those affiliated with him;

(ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;

(iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SSEP under the contract;

(iv) where an official of the SSEP engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

"Contract" means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

"Contractor" means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

"Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;

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

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

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

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

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

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

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

"Government" means the Government of Sindh;

"Head of the Department" means the administrative head of the department or the organization;

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

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

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

"Notice Inviting Tender" means the notice issued by SSEP through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or

expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

"Open Competitive Bidding" means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

"**SSEP**" means the Sindh Solar Energy Project;

"Services" means any object of procurement other than goods or works, and includes consultancy services;

"Substantially Responsive Bid" means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

"Supplier" means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

"Value for Money" means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SSEP's requirements.

1 INVITATION FOR BIDS (IFB)

Sindh Solar Energy Project – Energy Department (SSEP) invites bids for the purchase of Solar System with battery for Project Management Unit for the financial year 2022-23

Details of the technical specification is given in Section [3] hereto.

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

This Tender Document includes the following Sections:

- Instructions to Bidders (ITB)
- Technical Specification
- Financial Proposal
- Eligibility Criteria

Proposals must be submitted at the below mentioned address:

PROJECT DIRECTOR
SINDH SOLAR ENERGY PROJECT
ENERGY DEPARTMENT, GOVT. OF SINDH
Bungalow # F-3, The Forum Street, Block -9 Clifton,
KARACHI
PH: +92 21 99332282
Website: www.ssep.gos.pk

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

PROJECT DIRECTOR
SINDH SOLAR ENERGY PROJECT
ENERGY DEPARTMENT, GOVT. OF SINDH
Bungalow # F-3, The Forum Street, Block -9 Clifton,
KARACHI
PH: +92 21 99332282
Website: www.ssep.gos.pk

2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]

2.3 Corrupt Practice

1. SSEP requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]

2. SSEP will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, amended from time to time, in competing for the contract in question.

3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage – One Envelope Procedure; the bid shall comprise of One sealed envelope containing **TECHNICAL PROPOSAL** (duly filled in all respect) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46)]

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SSEP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3 Language of Bid

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

2.4.4 Company Profile

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

2.4.5 Financial Proposal

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

2.4.6 Bid Currencies

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

2.4.7 Bid Security

The SSEP shall require the bidders to furnish the Earnest Money/Bid Security of 2% of the bid price, in shape of Pay Order acceptable to the bank in favor of "Sindh Solar Energy Project", which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SSEP reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document.

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

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

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or

- In the case of a successful Bidder, if the Bidder fails to;

  - Sign the contract in accordance with ITB Section [2.7.4]; or

  - Does not abide by the terms of Contract Agreement.

2.4.8 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SSEP; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the Single Stage – One Envelope Procedure; the bid shall comprise of one sealed envelope containing **TECHNICAL PROPOSAL** (duly filled in all respect) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46)]

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids will be received by SSEP at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

SSEP may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and SSEP is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]

- If the SSEP is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SSEP shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

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

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

2.5.7 Cancellation of Bidding Process

1. SSEP may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]

2. SSEP shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]

3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]

4. SSEP shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

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

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

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

1. Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]

2. Annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and

3. Reverse any decision of the procurement committee or substitute its own decision for such a decision;

   Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

SSEP shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SSEP. [SPPRA Rule 31(5)]

SSEP shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)]

More fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

IMPORTANT

In addition to above it may be added that no complaint will be entertained unless it is:-

a) Forwarded on company's original letter head, complete address, NTN of the company and any other relevant information.
b) Incriminating evidence of the complaints.

2.5.9 Review Panel

The Authority shall maintain a list of Review Panellists for the purpose of reviewing a bidder's complaint. The Panellist shall be appointed on such terms and conditions as the Authority may from time to time notify with the approval of the Chief Secretary. [SPPRA Rule 32(1)]

The List of Specialists shall be formed from a number [SPPRA Rule 32(2)]

1. persons who have been legal professionals; [SPPRA Rule 32(2-a)]

2. persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)]and

3. Persons from a list of specialists with experience in the relevant field. [SPPRA Rule 32(2-c)]

Also see [SPPRA Rule 32(3)] & [SPPRA Rule 32(4)].

2.5.10 Matters not subject to Appeal or Review

The following actions of the SSEP shall not be subject to the appeal or review: [SPPRA Rule 33]

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

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SSEP

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

2.6.2 Clarification of Bids

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

2.6.3 Preliminary Examination

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

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

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

2.6.4 Eligibility Criteria

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

2.6.5 Discussions Prior to Evaluation

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

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], SSEP 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 the information given in the bidding document is on ground verified by the Procurement Committee of the SSEP.

2.7.2 SSEP's Right to Accept Any Bid and to reject any or all Bids

SSEP annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, SSEP will notify the successful Bidder in writing by letter, email or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], SSEP will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SSEP particulars as may be asked by the management.

The Contract shall be signed by the parties at SSEP office, Karachi, within 10 Days of award of contract. Copy of the agreement enclosed as Annexure "A".

2.7.5 Performance Security

Within 15 DAYS of receipt of the notification of award from SSEP, the successful Bidder shall furnish to SSEP the Performance Security of 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order issued by a reputable commercial bank, acceptable to SSEP, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SSEP may make the award to the next lowest evaluated Bidder or call for new bids.

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

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

2.7.6 General Conditions of Contract

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

2.7.7 Special Conditions of Contract

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

2.7.8 Integrity Pact

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

2.7.9 Non Disclosure Agreement

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

3 TECHNICAL SPECIFICATION

3.1 Solar System with Battery Backup 10 KVA

Sr.#	Specification	Features
1	10 KW Hybrid System	10 KW Hybrid, Grade –A, Tier-1 Solar Panels with 25 years warranty
		Intelligent Inverter with at least 5 years warranty with after sales service of 5 years
		Outdoor: Elevated Structure
		Distribution Box with AC & DC circuit Breakers, Change Over Switches, Complete Wiring, PVC pipes, SPD (Surge Protection Device) and Other Supporting Items (Chint, CNC, ABB) (Suntree)
		Cables : 4mm/ 6 mm XLPE, Pakistan, Fast, Pioneer
		Batteries Cable: 25 mm/ 35 mm
		Net Metering Documentation + Meter, Dealing with K- Electric including fees, help change ownership of meter if required.
		Ear thing Ground Bore with bare copper < 5 ohm, (AC &DC), Lightening Arrestor, Grounding
		Tall Tubular Batteries 4 hours back up
		Civil Works (Pads) , Mounting Structure with rust proofing
		Complete Installation with testing and commissioning certified equipment.
		Logistics & Transportation, Loading and unloading must be included.
		2 Years O & M Services including cleaning of panels.
		Turn Key Solution with all respect

4. PRICE SCHEDULE

This form is to be filled by the bidder and submitted with tender

Sr.#	Name of Item	Unit Price	Quantity	Total Amount

Note:
Delivery: within 02 weeks after the award of contract /issuance of purchase order
The quoted price should include all expenses including delivery charges on consignee address:

Name & Contact Details of the bidder _____

Signature & Stamp of the bidder _____

Date: _____

NOTE

1. Last date of bid submission is 28-10-2022 till 3:00 PM and Bid opening on 28-10-2022 at 04:00 PM.
2. Delivery within 02 weeks after the award of contract.
3. Bidder should provide supporting documents for their bids.
4. All the costs must be inclusive of all relevant applicable taxes, Stamp duties, delivery, fixing, service and any other related costs.
5. If the financial bids of one or more bidders are the same, then successful bidder will be the one who has acquired maximum marks in technical evaluation phase.

6. Eligibility Criteria

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

a) Name of the firm / contractor / company address and telephone number/email address/fax number and name of the key personnel.
b) Authorized Dealer Certificate.
c) Details of similar current works with cost (enclose copies of work order).
d) Turnover of last 3 years with Audited Financial Statement and Bank statement.
e) Registration with relevant authorities for NTN, GST & SRB.
f) Leaflets/Broacher/Catalogues of quoted product.
g) Bidder shall submit with bid security 2% of Bid Price in shape of Pay Order.
h) Affidavit for the effect that the firm / contractor / company is not involved in litigation with any Department (Government / Semi Government, Autonomous Bodies, Private Companies or any other Client).
i) An undertaking on stamp paper by the firm / contractor to the effect that "Neither the Firm / contractor nor its Directors / stakeholders as a whole or as a part of the company / Organization" have ever been blacklisted / defaulted with any Government Agency / Department Organization and also that the information supplied by the firm / contractor is correct in all respect.
j) Incomplete bid will not be entertained.
k) Procuring Agency reserves the right to reject any or all bids subject to the relevant provisions of SPPRA Rules 2010 (amended from time to time).

Annexure "A"

7. SPECIMEN OF CONTRACT AGREEMENT

CONTRACT AGREEMENT

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

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

NOW this Agreement witnessed as follows:

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

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

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

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

4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor	Signature of the Procuring Agency
_____	_____
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
_____	_____
(Name, Title and Address)	(Name, Title and Address)

It is the mandatory for the Bidder/SSEP to agree all clauses of this agreement. In case of any disagreement at any stage of Contract, the bid will stand cancelled.

Annexure "B"

8. SPECIMEN OF PERFORMANCE SECURITY

PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No._____

Executed on _____

Expiry Date

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor) with address:_____

_____

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

Letter of Acceptance No._____ Dated _____

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

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

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

Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency‘s designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Guarantor (Bank)

Witness:

1. _____ Signature _____

_____ Name _____

(Name, Title & Address) Title _____

2. _____

_____ _____

(Name, Title & Address) Corporate Guarantor (Seal)

Annexure "C"

9. SPECIMEN OF INTEGRITY PACT

INTEGRITY PACT

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

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

Contract No._____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

[*name of Contractor*] 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 Contractor*] 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 Contractor]* 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 Procuring Agency: ……	Name of Contractor: ……
Signature: ……	Signature: ……
[Seal]	[Seal]