

**TRAINING MANAGEMENT & RESEARCH WING,  
SERVICES, GENERAL ADMINISTRATION & CO-ORDINATION  
DEPARTMENT, GOVERNMENT OF SINDH, KARACHI**

## **BID DOCUMENTS**

**FOR SUPPLY & INSTALLATION OF FURNITURE & FIXTURE**

**Tender No.AD(A&A)/TMR(SGA&CD)/01-29/2024-25**

**Dated: ----- March, 2025**

## TABLE OF CONTENTS

PART-I.....	3
NOTICE INVITING TENDER .....	3
GENERAL TERMS AND CONDITIONS: .....	3
PART-II .....	4
INSTRUCTIONS TO BIDDERS .....	4
THE BIDDING DOCUMENTSs .....	5
PREPARATION OF BIDS.....	6
SUBMISSION OF BIDS .....	8
OPENING AND EVALUATION OF BIDS .....	9
AWARD OF CONTRACT.....	11
PART – III .....	13
GENERAL CONDITIONS OF CONTRACT (GCC).....	13
PART – IV .....	19
BID DATA SHEET (BDS).....	19
PART – V .....	21
SPECIAL CONDITIONS OF CONTRACT (SCC).....	21
PART-VI.....	23
SCHEDULE OF REQUIREMENTS / TECHNICAL SPECIFICATIONS .....	23
SPECIFICATIONS:.....	23
SPECIFICATIONS:.....	23
SPECIFICATION:.....	24
PART-VII .....	26
BILL OF QUANTITIES (BOQ'S) .....	26
PART-VIII.....	27
EXPERIENCE OF SIMILAR SUPPLY AND INSTALLATION .....	27
CONTRACT FORM / AGREEMENT .....	28
INTEGRITY PACT .....	30

# PART-I

## TRAINING MANAGEMENT & RESEARCH WING, SGA&CD

### NOTICE INVITING TENDER

The Training Management & Research Wing, SGA&CD invites sealed Tenders in the prescribed manner mentioned in the bid documents from the firms registered with Tax collecting & all relevant Government Authorities to be purchased from Assistant Director (Accounts)/DDO, Training Management & Research Wing, SGA&CD @ Cost of Rs:2000/- (Non Refundable) through pay order from the 1<sup>st</sup> day of publication of this Notice up to **08<sup>th</sup> April, 2025** OR Bid Documents can also be downloaded or download form TMR Wing & SPPRA website [www.tmrwing.gos.pk](http://www.tmrwing.gos.pk) and [www.sindh.eprocure.gov.pk](http://www.sindh.eprocure.gov.pk). Details are mentioned in Tender Documents.

Sr. No.	Name of Item	Tender Fee (non-Refundable)
01	Furniture	Rs. 2000/-

#### General Terms and Conditions:

1. Bids are invited on **Single Stage Two Envelope** process and sealed envelope containing the offer along with brochure should be **submitted on or before 08<sup>th</sup> April, 2025 up to 11.00 AM**. The Tender shall be **opened on the same day i.e. 08<sup>th</sup> April, 2025 at 11:30 AM**, in the office of Chairperson, Procurement Committee, Training Management & Research Wing, SGA&CD, Karachi, before bidders or their representatives who wish to be present.
2. In case Government announces any public holiday on schedule dates, the tender will be submitted and opened on the next working day as per usual schedule in accordance with rules Rule-41(3) of SPP Rules, 2010 (Amended time to time).
3. Bid Security 3% of bid price (Pay Order) in the name of Assistant Director (Account)/DDO Training Management & Research Wing, SGA&CD. The Bid Validity period is 90 days.
4. The bidders are required to submit their Bid through EPAD System along with copy of Bid Security instrument by hiding the amount. Bid Security in original form required to be submit on or before opening of bid. The bidders are also required to submit requisite tender fee on or before opening of bids.
5. Training Management & Research Wing, SGA&CD reserves the right to accept or reject any or all tenders/Bid(s) at any stage, as per SPPRA Rules.

**SHOUKAT ALI UMRANI**

**Assistant Director (Accounts)**

Training Management & Research Wing, SGA&CD, Govt. of Sindh  
DC South Office Complex Main M.A. Jinnah Road Saddar  
Karachi.

## PART-II

### INSTRUCTIONS TO BIDDERS

i. **Source of Funds** Funds would be arranged from Budget of Training Management & Research Wing, SGA&CD. The eligible payment under the contract is to be made from approved item(s).

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

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

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

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

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

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

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

## THE BIDDING DOCUMENTS

- i. **Content of bidding documents** The bidding documents include:
- Part-1 NIT
  - Part-2 Instructions to bidders (ITD)
  - Part-3 General Conditions of Contract (GCC)
  - Part-4 Bid Data sheet (BDS)
  - Part-5 Special Conditions of Contract (SCC)
  - Part-6 Schedule of Requirement/Technical Specifications
  - Part-7 Bill of Quantities (BOQ's)
  - Part-8 a. Experience of similar supply and installation
    - b. Contact form / agreement
    - c. Integrity Pact

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.

- ii. **Clarification of Bidding Documents** of An 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 three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- iii. **Amendments of Bidding Documents** of At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

## PREPARATION OF BIDS

- 1. Scope** The Training Management & Research Wing, SGA&CD, Govt. of Sindh, Karachi intends the subject procurement through National Competitive Bidding **Single Stage Two Envelope** Procedure as per SPPRA Rules-2010 (Amended time to time).
- 2. 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 English language.
- 3. Documents comprising the bid** The bid prepared by the Bidder shall comprise the following components:

  - a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
  - b) bid security furnished in accordance with ITB Clause-9.
- 4. Bid Price** The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

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

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 Bid Data Sheet.
- 5. Bid Form** The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices
- 6. Bid Currency** Prices Shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet (BDS)
- 7. Bidder's mandatory/eligibility criteria** As defined in Bid Data Sheet
- 8. Documents Establishing Goods Eligibility and Conformity of Bidding Documents** The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and Data, and shall consist of:

  - (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) the Bidder shall note that standards for workmanship, material ,and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be

descriptive only and not restrictive :till stated otherwise in Technical Specifications or Bid Data Sheet .The Bidder may substitute alternative standards, brand names ,and / or catalogue numbers in its bid , provided that demonstrates to the Procuring agency’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications

## **9. Bid Security**

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

- (a) at the Bidder’s option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank:
- (b) be submitted in its original form: copies will not be accepted.

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

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

The bid security may be forfeited:

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

## **1. Period of Validity of Bids**

Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.

In exceptional circumstances, the Procuring agency may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor to modify its bid.

## **2. Format and Signing of Bid**

-The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” as appropriate. In the event of any discrepancy between them, the original shall govern.  
-The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.  
-Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

## **SUBMISSION OF BIDS**

- 3. Sealing and Marking of Bids** The Bidder shall upload Technical and Financial Bid with bid security on EPAD System.

If bid not uploaded on EPAD System, the physical copy of bid shall not be entertained

- 4. Deadline of Submission of Bids** Bids must be uploaded, not later than the time and date specified in Bid Data Sheet (BD) or EPAD system.

The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.

- 5. Modification and withdrawal of Bids** The Bidder may modify or withdraw its bid after the bid's submission, however, No bid may be modified after the deadline for submission of bids

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

## **OPENING AND EVALUATION OF BIDS**

- 6. Opening of Bids by Procuring Agency** The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.

The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.

- 7. Clarification of Bids** During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

- 8. Preliminary Examination** The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

- 9. Evaluation and Comparison of Bids** The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.

The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.

**10. Contacting the  
procuring agency**

No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.

Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

## AWARD OF CONTRACT

- 11. Award Criteria** The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 12. Procuring Agency's right to Vary Quantities at the Time of Award** The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.
- 13. Procuring Agency's Right to Accept any or all Bid and to Reject any or all Bids** Subject to relevant provisions of SPP Rules 2010 (Amended time to time), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.
- Pursuant to Rule 45 of SPP Rules 2010 (Amended time to time), Procuring agency shall hoist the evaluation report on Authority's web site, and intimated to all the bidders **three (03) working days prior to the notify award of contract.**
- 14. Notification of award** Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 15. Signing of Contract** At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form / Agreement provided in the bidding documents, incorporating all agreements between the parties.
- Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 16. Performance Security** Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient

grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

## **17. Corrupt or Fraudulent**

The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/ Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2010 (Amended time to time) and Rules made thereunder:

- (a) **“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below;
- (i) **“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - (iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - (iv) **“Fraudulent Practice”** means any or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(b) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the SPP Rules 2010 (Amended time to time).

## PART – III

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Definition

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

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

#### 2. Standards

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

#### 3. Patent Rights

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

#### 4. Performance Security

Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award / agreement, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC (Page-23 Clause 2).

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

The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call

deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;

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

## **5. Inspection & Tests**

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

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

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

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

## **6. Packing**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

## **7. Delivery and documents**

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

## **8. Insurance**

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

## **9. Transportation**

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

## **10. Incidental Services**

The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

**11. Spare part**

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

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

**12. Warranty**

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

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

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

**13. Payments**

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

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

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

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

The currency of payment is Pak. Rupees

- 14. Prices** Prices charged by the Supplier for Goods delivered and Services performed under the Contract / agreement shall not vary from the prices quoted by the Supplier in its bid,
- 15. Contract Amendments** No variation in or modification of the terms of the Contract / agreement shall be made except by written amendment signed by the parties.
- 16. Delays in the Supplier's Performance** Delivery of the Goods and performance of Services shall be made by **Supplier's** the Supplier in accordance with the time schedule prescribed by the **Performance** procuring agency in the Schedule of Requirements / Technical Specifications.

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

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

- 17. Liquidated Damages** Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.
- 18. Termination for Default** The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract / agreement.
- (c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract / agreement.

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

**19. Force Majeure**

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

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

If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**20. Termination for Insolvency**

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

**21. Termination for Convenience**

The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Supplier under the Contract is

terminated, and the date upon which such termination becomes effective.

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

- (a) to have any portion completed and delivered at the Contract terms and prices; and /or
  - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers
22. **Resolution of disputes** Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.
23. **Governing languages** The Contract / agreement shall be written in English language all correspondence and other documents pertaining to the Contract / agreement which are exchanged by the parties shall be written in the same language.
24. **Applicable Laws** The Contract shall be interpreted in accordance with the SPP Rules 2010 (Amended time to time).
25. **Taxes and Duties** Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.
26. **Overriding effects of SPP Rules** In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (Amended time to time) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.

## PART – IV

### BID DATA SHEET (BDS)

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

<b>INTRODUCTION</b>	
<b>ITB-C-1</b>	Name of Procuring Agency: <b><i>Training Management &amp; Research Wing, SGA&amp;CD, Government of Sindh, DC South Office Complex, Main M.A. Jinnah Road, Saddar, Karachi. Tel: 021-99216593</i></b>
	Method of Procurement: <b><i>Single Stage Two Envelope</i></b>
	Name of Contract: <b><i>Supply &amp; Installation of Furniture &amp; Fixture</i></b>
<b>BID PRICES &amp; CURRENCY</b>	
<b>ITB-C-4</b>	Prices quoted by the Bidder shall be <b><i>“fixed” and in” Pak Rupees”</i></b>
<b>PREPARATION AND SUBMISSION OF BIDS</b>	
<b>ITB-C-7</b>	<p><b>Mandatory: Evaluation / Eligibility Criteria:</b></p> <ol style="list-style-type: none"> <li>1. Five (05) years’ experience certificate of supplying items in relevant field is required along with work completion certificates.</li> <li>2. Annual turnover last three years amounting to Rs:50 Million (Fifty Million) per year (total 150 million).</li> <li>3. Financial Statement (Auditor Report) Last Three (03) Years</li> <li>4. Registration with FBR / SRB &amp; Active Tax Payer.</li> <li>5. Professional Tax Sindh 2024-2025</li> <li>6. Valid Authorized Letter Reseller</li> <li>7. Key Professional List with Certificates</li> <li>8. Must have valid ISO Certification (Brand/Firm/Company)</li> <li>9. List of Offices / Workshop facility in Karachi.</li> <li>10. Affidavit confirming that the firm is not currently on the list of blacklisted suppliers by any Government, Semi Government or Autonomous Bodies organization nor involved any litigation cases on Rs: 200/-stamp paper.</li> <li>11. The items are subject to approval on physical presentation of prototype or readymade item by the procuring agency during technical evaluation.</li> </ol>
<b>ITB-C-9</b>	Amount of bid security: <b>3% of Bid Value</b>
<b>ITB-C-10</b>	Bid validity period: <b>90 days</b>
<b>ITB-C-13</b>	Deadline for bid submission: <b>As notified in NIT</b>
<b>ITB-C-19</b>	Bid Evaluation: <b>Lowest evaluated responsive bid</b>
	<p><b>Other Terms &amp; Conditions:</b></p> <ol style="list-style-type: none"> <li>i. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted / opened on next working day at the given time.</li> <li>ii. Procurement Committee may reject all or any bid subject to relevant provision of SPP Rules (amended time to time) and may cancel the bidding process at any time prior to acceptance of bid or proposal as per SPP Rule 25(1) of said rules.</li> <li>iii. Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected.</li> </ol>

	<p>iv. Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of <a href="http://www.sindh.eprocure.gov.pk">www.sindh.eprocure.gov.pk</a> and also can be obtained from the office of the AD (Accounts)/DDO, Training Management &amp; Research Wing, SGA&amp;CD, Govt. of Sindh, DC South Office Complex, Main M.A Jinnah Road Saddar Karachi. Bid(s) with incomplete bidding documents will straightaway be rejected.</p> <p>v. Bidders are required to provide their valid e-mail Ids and contact numbers (s) for effective and timely communication.</p> <p>vi. Joint venture is not accepted.</p> <p>vii. Affidavit that firm is not currently blacklisted.</p> <p>viii. All Bidding documents must be signed, named &amp; stamped by authorized person of the firm/ Companies along with authorized letter.</p> <p>ix. Incomplete, conditional and tender without required bid security as specified in the bidding documents, shall be rejected. Each page of bidding documents should be signed and stamped. Contract / Agreement is mandatory for successful bidder.</p>
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***Signature & Stamp of Tenderer***

## PART – V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

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

**1. Definitions (GCC Clause – 1)**

GCC-1(g) - The Procuring Agency is: Office of the Assistant Director (Accounts) /DDO Training Management & Research Wing, SGA&CD, Government of Sindh, DC South Office Complex, Main M.A. Jinnah Road, Saddar, Karachi. Tel: 021-992.

**2. Performance Security (GCC Clause – 4)**

GCC- 4 - The amount of performance security, as a percentage of the Contract /agreement Price, shall be: 5%.

**3. Delivery and Documents (GCC Clause – 7)**

GCC 10 – Contractor shall supply & install the good within ten (10) Days after signing the contract and shall submit the following.

- a. Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- b. Packing List identifying the contents of Supply;
- c. Delivery note.
- d. Warranty / Guarantee certificate;

**4. Warranty (GCC Clause – 12)**

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

**5. Payment (GCC Clause13)**

100% of the Contract Price shall be paid upon 100% delivery, and satisfactory Supply & Installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance Certificates duly signed by authorized Procurement Committee of Training Management & Research Wing, SGA&CD.

**6. Liquidated Damages (GCC Clause17)**

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

**7. Resolution of Disputes (GCC Clause22)**

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPP 2010 Amended time to time).





**8. Applicable Law (GCC Clause24)**





GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement Rules 2010 (Amended time to time)






## PART-VI

### SCHEDULE OF REQUIREMENTS / TECHNICAL SPECIFICATIONS

**The delivery schedule hereafter expressed the date of delivery required.  
(The Specifications of items may be higher or equivalent)**

Sr. #	Item	Specifications	Qty	Time of Delivery from date of Award
<b>FURNITURE &amp; FIXTURE</b>				
1	<b>Class room desk</b>	<p>Warm teak and grey MFC with a dynamic two-tone for a sophisticated look.</p> <p><b>Specifications:</b> Size: 59 W   29.5 D   30 H (Inches) Material: MFC Finish: Teak &amp; Grey Brackets: Metal</p>		18
2	<b>Class room chair</b>	<p>Breathable mesh back and plush fabric seat upholstery offers optimal comfort, Height-adjustable armrests to accommodate users, Flexible lumbar support for improved posture and back comfort, Four-position lock recline for customizable relaxation, Weight balance mechanism for enhanced stability and support, Durable nylon base for long-lasting durability, Smooth PU castors for effortless mobility across different surfaces.</p> <p><b>Specifications:</b> Size: 25.7 W   25 D   Max. 41.5 H (Inches) Headrest: Height Adjustable, Back: Mesh (Grey), Upholstery: Fabric (Black, Grey, Blue), Armrest: Black PP Height Adjustable Arm, Injected Seat Foam, Base: Nylon &amp; Castor: Black PU Castor</p>		30
3	<b>Steel visitor bench 1x3</b>	<p>Steel visitors bench designed for multipurpose all weather, unique design and high quality with durability. Seat &amp; back with PU Cushion with cold roll-steel Size w=1700mm, D=620mm H=810mm Material: Iron Power Coated.</p>		6
4	<b>Executive Tables</b>	<p>Executive table top with leather green padding, embossed with contrasting inlay details, provides a luxurious and sophisticated workspace for desktops, PCs, stationary items, calendars, etc and Pair it with matching side rack and credenza</p> <p><b>Table Size:</b> 84W, 38D, 30H (Inches) Material: Mahogany Wood/Veneer, Finish: Mahogany, Inlay: Wenge Wood, Handles &amp; Knobs: Antique Brass Finished</p> <p><b>Side Rack Size:</b> 50W, 24D, 30H (Inches)</p> <p><b>Credenza:</b> 84W, 20D, 30H (Inches)</p>		2
				<b>30 Days</b>

Sr. #	Item	Specifications	Qty	Time of Delivery from date of Award			
5	<b>Executive Chairs</b>	<p>Generous padded seat and back for plush, extended-hour seating, striking appearance with rich green leather and repro mahogany finish for elegance, height adjustable with a gas lift mechanism for personalized seating, Tilt mechanism for comfortable leaning back and relaxation, 360° rotation and castor wheels for smooth movement around, Sturdy mahogany wooden base for excellent stability and durability.  <b>Size:</b> 23W, 22D, 37H (Inches),  <b>Material:</b> Leatherette (Green),  <b>Base:</b> Mahogany Wood, Base Finish: Repro Mahogany Polish Finish, Embellishment: Metallic Nail head in Gold Finish</p>		02	30 Days		
6	<b>Executive Fix visitors Chairs</b>	<p>Executive fixed visitors chairs with tapered legs, mahogany frame, and gold-finished studs padded seat and back in leatherette for comfort rich green fabric and mahogany finish sturdy construction with robust mahogany wood Compact and versatile for easy mobility in any office setting.  <b>Specification:</b>  Size: 24 W   22 D   37 H (Inches)  Material: Leatherette (Green)  Base: Mahogany Wood  Base Finish: Repro Mahogany Polish  Embellishment: Metallic Nail head in Gold Finish</p>		10		30 Days	
7	<b>Outdoor sitting chairs with durable material</b>	<p>Garden Rattan Chairs outdoor/ indoor Bellona with center table standard size executive quality (each set contain 4 chairs &amp; 1 round table)</p>		2			30 Days
8	<b>Sofa Set 5 Seated</b>	<p>Five seated sofa set of Rich brown leatherette upholstery for a luxurious and professional look. Accented with antique copper-finish studs, adding a classic touch. Featuring button tufting, it enhances its elegance and charm. Designed with panel arms, making it visually striking and comfortable. Supported by sturdy mahogany legs for reliable durability and strength.  1-Seater Size: 51 W   38 D   32 H (Inches)  3-Seater Size: 95 W   38 D   32 H (Inches)</p>		2			

Sr. #	Item	Specifications	Qty	Time of Delivery from date of Award	
9	Sofa Set 3 Seated	<p>Upholstered in sleek leatherette, providing a professional and modern aesthetic. Designed with removable back cushions, easy maintenance &amp; flexibility. Equipped with comfortable seat cushioning for reliable, long-term comfort and stability. Built with durable metallic legs, featuring powder-coated finish for long-lasting support. Fitted with rubber glides, ensures smooth movement while protecting floors from scratches.</p> <p><b>3-Seater Size:</b> 77W, 30D, 26H (Inches)  Upholstery: Leatherette Base: Metal with Powder Coat, Glides: Rubber</p>		10	
10	Center Table	<p>Center Table rectangular silhouette for displaying decorative accents or serving drinks, coffees, and more. Constructed from high-quality mahogany wood/veneer with a deep Mahogany finish.</p> <p>Size: 41W, 24D, 20H (inches)  Material: Mahogany Wood / Veneer, Finish in Mahogany, Inlay: Wenge Veneer, Glides: Carpet.</p>		5	
11	Tables with chairs for cafeteria with 4 persons capacity each	<p><b>TABLE SIZE:</b> 35W, 35D, 30H (Inches)  Material: Noce Prenne &amp; Charcoal Grey MFC (laminated)  Base: Metallic with Charcoal Grey Powder Coat</p> <p><b>CHAIR SIZE:</b> Specifications:  Size: 21.4 W   24 D   35 H (Inches)  <b>Finishes:</b> Upholstery: Linen Fabric (Mid Night Blue or Multiple colors)  <b>Legs:</b> Wooden  <b>Legs' Finish:</b> Black &amp; Golden Paint  Glides: Carpet</p>		8	30 Days
12	Tables for Officers	<p>High-quality ash wood and oak veneer with a rich Jacobean polish, adds a touch of classic charm to any office setting. Equipped with a leather pad to protect the top against spillages, scratches, and scuffs along with side rack.</p> <p><b>TABLE</b>  Size: 84 W   36 D   30 H (Inches)  Material: Ash Wood / Oak Veneer Jacobean Polish, Leather Pad</p> <p><b>SIDE RACK</b>  Size: 48 W   18 D   30 H (Inches),  Material: Ash Wood / Oak Veneer, Jacobean Polish, Knob: Antique Brass, Cable Management: Wire Cup</p>		2	
13	Visitor fixed chairs	<p>Comfortable leatherette padded seat for extended seating comfort. Sturdy wooden frame crafted for durability and regular use.</p> <p>Size: 21 W   20 D   30 H (Inches)  Material: Leatherette Padded Seat Frame and Legs: Wooden  Finish: Jacobean Polish Finish</p>		10	

**PART-VII**

**BILL OF QUANTITIES (BOQ'S)**

**(The Specifications of items may be higher or equivalent)**

Sr. #	Item	Specifications	Qty	Per Unit Price	Total
<b>FURNITURE &amp; FIXTURE</b>					
1	Class room desk	<b>As per specification mentioned in Technical Specification</b>	18		
2	Class room chair		30		
3	Steel visitor bench 1x3		06		
4	Executive Tables		02		
5	Executive Chairs		02		
6	Executive Fix visitors Chairs		10		
7	Outdoor siting chairs with durable material		02		
8	Sofa Set 5 Seated		02		
9	Sofa Set 3 Seated		10		
10	Center Table		05		
11	Tables with chairs for cafeteria with 4 persons capacity each		08		
12	Tables for Officers		02		
13	Visitor fixed chairs		10		
		<b>TOTAL</b>			

## PART-VIII

## EXPERIENCE OF SIMILAR SUPPLY AND INSTALLATION

Sr. #	Assignment Description	Name/Contact Details of Client	Cost	Start Date	End Date	Remarks
1						
2						
3						
4						
5						

Signature & Stamp

**Note:** Copies of Award of contract may be attached (duly signed & stamp) minimum two (02) of any Federal / Provincial/Semi-Autonomous Government Department/Bodies.

**CONTRACT FORM / AGREEMENT**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the Training Management & Research Wing, SGA&CD, Govt. of Sindh Karachi, including its successors in office and Assignees / Agents, acting through the Assistant Director(Accounts)/DDO, hereinafter called the “**TRAINING MANAGEMENT & RESEARCH WING, SGA&CD**” of the **One Party**.

**AND**

**M/s.** \_\_\_\_\_, located at \_\_\_\_\_ Karachi, hereinafter called the “**SUPPLIER**” which expression shall include their successor’s legal representatives of the **Second Party**.

Whereas the Training Management & Research Wing, SGA&CD required supply & installation of “**Furniture & Fixture**” as mentioned below;

SR. #	ITEMS	QTY	SPECIFICATION	TOTAL AMOUNT
<b>SUPPLY &amp; INSTALLATION OF FURNITURE AND FIXTURE</b>				
1			As per Specification	
2				
	<b>TOTAL</b>			

Whereas the supplier upon qualifying as the successful bidder in the tender floated vide NIT No. **Tender No.AD(A&A)/TMR(SGA&CD)/01-29/2024-25----- Dated: ----- March, 2025** has agreed to provide and installation the following items:-

SR. #	ITEMS	QTY	SPECIFICATION	TOTAL AMOUNT
<b>SUPPLY &amp; INSTALLATION OF FURNITURE AND FIXTURE</b>				
1			As per Specification	
2				
	<b>TOTAL</b>			

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ on behalf of the supplier, and by **Mr. Shoukat Ali Umrani, Assistant Director (Accounts)/DDO**, on behalf of Secretary, Training Management & Research Wing, SGA&CD, Government of Sindh, Karachi which shall be deemed to form and be read and construed as a part of this Agreement. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. the Bid Form and the Price Schedule submitted by the Bidder; (**BoQ’s**)
  - b. the Schedule of Requirements / Technical Specifications.
  - c. the General Conditions of Contract (**GCC**)
  - d. the Special Conditions of Contract(**SCC**)
  - e. the Procuring agency’s Notification of Award (Work Order)
3. In consideration of the payment to be made to the supplier, the supplier hereby covenants with the Training Management & Research Wing, SGA&CD to deliver and

install the “Office Machinery Equipment” in conformity in all respects of the Contract & the Work Order No. ----- dated: -----2025 in the period of **Thirty (30) days starting from this day**. In case of delay attributable to supplier, the supplier shall become liable to penalties for breach of contract. Such penalties shall be levied at the rate of 0.25% of the total purchase/work order amount per day of delay from original delivery date. The above prices include all Govt/applicable Taxes.

4. M/s. \_\_\_\_\_ will provide Warranty / Support and free of cost maintenance of the item mentioned in Bill of Quantity (BOQ’s) for Bid documents for (1) year from the date of installation/supply.
5. Payment will be issued by Accountant General of Sindh in favor of supplier/firm after the delivery and its successful installation/supply of equipment’s/items mentioned in Bill of Quantity (BOQ’s) for Bid documents in Training Management & Research Wing, SGA&CD. The payment will be released after submission of bills along with Work Completion Certificate and receipt of store with proper entry of stock register.
6. The Training Management & Research Wing, SGA&CD hereby covenants to pay the supplier in consideration of the **Supply & Installation Furniture & Fixture** of the items the contract price in the manner prescribed by the Contract and approved by the Training Management & Research Wing, SGA&CD.

In witness thereof the parties have hereunto set their respective hands and seals, the day, month and year first above written.

**Procuring Agency**

Training Management & Research Wing,  
SGA&CD

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Stamp: \_\_\_\_\_

**Vendor / Contractor / Supplier**

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
CNIC #: \_\_\_\_\_  
Date: \_\_\_\_\_  
Stamp: \_\_\_\_\_

**Witness – I**

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Stamp: \_\_\_\_\_

**Witness – II**

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
CNIC #: \_\_\_\_\_  
Date: \_\_\_\_\_  
Stamp: \_\_\_\_\_

# INTEGRITY PACT

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS / CONTRACTORS / CONSULTANTS

Tender No.

dated:

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

**Contract Title:** Establishment of TMR Wing, SGA&CD at DC South Office Complex M.A. Jinnah Road, Saddar Karachi 2024-25

### SUPPLY & INSTALLATION (FURNITURE & FIXTURE)

M/s. \_\_\_\_\_ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

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

M/s. \_\_\_\_\_ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by PA in this regard, M/s. \_\_\_\_\_ agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s. \_\_\_\_\_ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

#### **Procuring Agency**

Training Management & Research Wing,  
SGA&CD

#### **Vendor / Contractor / Supplier**