

# SINDH HIGH COURT, KARACHI

**TENDER DOCUMENT**

**FOR THE YEAR 2018-2019**

**Tender Reference No.01/FC**

**Dated: 16-01-2019**

**FAMILY COURT, KARACHI SOUTH**

## Contents

1. Introduction: .....	3
2. Instructions: .....	3
3. Eligibility Criteria:.....	4
4. Sample of Technical Proposal: .....	5
5. Sample of Financial Proposal: .....	5
6. Terms & Conditions: .....	6
7. Desired Specifications of required goods/ work/ services: .....	8
8. Sample of Proposal Submission Form:.....	12
9. Sample of Articles of Agreement: .....	13
(INTEGRITY PACT) .....	14

## **1. Introduction:**

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested to avail the services of firms/ contractors/suppliers, as per specifications mentioned in tender document, from your esteemed firm / agency.

## **2. Instructions:**

- (a) The Sindh High Court, Karachi (SHC) expects that aspirant vendors/ firms/ suppliers should furnish copies of all the required documents to ensure a transparent and genuine presentation.
- (b) Kindly do not leave any column/item blank. If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- (c) Tender document which includes full details of items and other terms & conditions may be downloaded free of cost from [www.sindhhighcourt.gov.pk](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk).
- (d) The **last date to submit the Tender Document, separate technical & financial proposals along with relevant documents in sealed envelopes is 31<sup>st</sup> January, 2019 at 11:00 a.m.** in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi, as reflected in NIT.
- (e) **The technical proposals will be opened on the same day** in the presence of representatives who may care to attend as reflected in NIT.
- (f) Date and time of opening of **financial proposals** will be uploaded on the official websites of Sindh High Court.
- (g) **Bid Security of 2% of total amount** will be deposited along with Tender Document in shape of PAY ORDER / DEMAND DRAFT/ BANK GUARANTEE in the name of Registrar, Sindh High Court, Karachi.

(h) Pre-bid Meeting will be held on **24<sup>th</sup> January, 2019 at 11:30 a.m.** in the office of learned Project Director, High Court of Sindh, Karachi.

### **3. Eligibility Criteria:**

Following documents must be furnished in separate envelop before the opening of Technical Proposal.

<b>S.No.</b>	<b>Eligibility Criteria</b>	<b>Requirement</b>
1	Profile of company/ firm along with copies of relevant documents	Mandatory
2	Copies of relevant Tax Registration Certificates. (Active Tax Payer)	Mandatory
3	Copies of at least three (03) Work Orders of similar nature during the last three years along with Completion Certificates for the work completed.	Mandatory
4	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory
5	Total Financial turnover of at least 5 million during the last three years. (financial statement or bank statement or both are required)	Mandatory
6	Relevant Pakistan Engineering Council Certificate with relevant codes.	Mandatory

It is undertaken that all the above mentioned documents have been provided in the sequence as mentioned above. It is fully understood that in case of non-compliance of eligibility criteria, our technical proposal will not be evaluated and no liability would be incur against High Court of Sindh for rejection of tender.

<b>Name</b>	
<b>Designation</b>	
<b>Signature</b>	
<b>Stamp</b>	

#### **4. Sample of Technical Proposal:**

1. Technical Proposal must include pictures of items as well as full specifications.
2. Technical Proposal should be sealed in separate envelope.
3. This is only format of Technical Proposal. Kindly do not write anything in the box below.

*To be printed on the letter head of firm/supplier.*

<b>S.No.</b>	<b>Name of Article/Work</b>	<b>Technical Specification</b>	<b>Pictures/ Catalogue</b>

**Stamp & Signature**

#### **5. Sample of Financial Proposal:**

1. Financial proposal should be sealed in separate envelope.
2. Rates should be inclusive of all types of taxes.
3. Rates should be mentioned in both figures & words.
4. Financial Proposal must be submitted on letter head of company/supplier.
5. This is only format of Financial Proposal. Kindly do not write anything in the box below.

*To be printed on the letter head of firm/supplier.*

<b>S.No</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price including all taxes</b>	<b>Amount (including all taxes) Rs.</b>
<b>Total Amount in figures and words</b>				

**Stamp & Signature**

## **6. Terms & Conditions:**

1. **Bidding Method:** **Single Stage-Two Envelopes method** will be adopted for bidding process as per SPPRA Rules.
2. **Evaluation and Comparison:** The procurement contract (s) will be awarded within bid validity period i.e. 90 days to those bidders (s) whose evaluated bid price is lowest with respect to competitive bidders and market rates.
3. **Delayed Delivery:** 2% penalty of the total amount will be imposed per month for which the company/firm/agency failed to deliver/ work within the delivery/execution period. Bidder would be bound to fulfill the contract within 30 days of issuance of Work Order.
4. **Quantity Delivered:** Competent Authority reserves the right to change/alter/remove any item/article/ work or reduce/enhance quantity as per requirement and availability of funds, as per rules.
5. **Condition of Goods/ Works:** All items/ works must meet in all respects with the specifications & conditions of the Order and must be in good condition & conform to the best industrial quality standards; otherwise these will be liable to be rejected as per rules.
6. **Rejection of Goods/ Works:** SHC reserves the right to cancel any or all the items/ works if material is not in accordance with our specification or if the delivery is delayed.
7. **Disclosure of Confidential Script/Material:** All rights reserve with the SHC and no information either in written/electronic media/copying form should be disseminated without the permission of the authority.
8. **Bid Security:** All bids must be accompanied by an **earnest money/ security of 2% of total bid amount**. The bid security of unsuccessful bidder will be released by SHC after award of work or after expiry of bid validity period as per rules whereas the bid security money of successful bidder will be released after the submission of performance security/ bank guarantee equivalent to 10% of contract price.
9. **Resolution of Differences:** In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
10. **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA.
11. **Rights:** SHC reserve the right to accept or reject any or all tender(s) or terminate

proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

12. **Mistakes in Calculation:** The contractor/ supplier will be liable for any mistakes in calculation of price/ rate and amount and shall be liable to suffer the loss arises at any stage of contract, due to mistakes in calculation or tax rates.
13. **Government tax(es), levi(es) and charges(s):** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per rules and applicable rates / denomination of Purchase / Work Order.
14. **Contract Cost:** The contractor shall pay all the cost for preparation of legal documents of contract.
15. **Stamp Duty:** Stamp duty will be levied as per rules.
16. **Other:** SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules for further details.

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

<b>M/s.</b>	
<b>Year of Establishment</b>	
<b>Name of contact Person</b>	
<b>Address</b>	
<b>Sales Tax Registration No.</b>	
<b>National Tax No.</b>	
<b>Mobile No.</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>E-mail</b>	

**Stamp & Signature**

## **7. Desired Specifications of required goods/ work/ services:**

### **Repair of Family Courts , Electrical work, Fixture & Furniture work , Machinery , Children Library , Children Play Area at City Court Building Karachi. (DISTRICT SOUTH).**

<b>S.No</b>	<b>Description</b>	<b>Qty</b>
1	Providing and fixing Galvanized Iron plate form for court outdoor passage including Mild Steel Iron U-shape channel (100mm width X 60mm height and 6mm thick) weld on Mild Steel Iron U-shape channel (100mm width X 60mm height and 6mm thick) including horizontal supporting Mild Steel Iron U-shape channel (100mm width X 60 mm height and 6mm thick) on 45° angle weld on another vertical Mild Steel Iron U- shape channel (100mm width X 60mm height and 6mm thick) fixed on floor and wall with drilling on plastered wall and fixing rowel bolt screws and Mild Steel Iron pins 6" length and 6mm thick including Mild Steel Iron angle (60mm width x 60mm height and 4mm thick) Mild Steel Iron sheet steel 3 mm thick (14 gauge) with applying 3 coats of red oxide. The entire work shall be finished as per instructions of the Architect or consultant, completing the entire work in all respect.	500 sft
2	Providing and fixing suspended Mild Steel iron structure for Play area with T-shaped guarder, weld on Mild Steel iron horizontal support, hold to vertical Mild Steel iron, fixed on floor with drilling on floor fixing with concrete and Mild Steel iron pins and apply coat of red oxide, including 2mm thick fibre sheet fix on Mild Steel iron structure with ribit and protect with water and heat proofing material. The entire work shall be finished as per instructions of the Architect or consultant, completing the entire work in all respect.	1300 sft
3	Providing and fixing Mild Steel iron structure spiral stair 3' wide, 9' height with railing 3' height fixing with rowel bolt screws and Mild Steel iron pins and apply coat of red oxide. The entire work shall be finished as per instructions of the Architect or consultant, completing the entire work in all respect.	01 no
04	Providing and laying 1:3:6 cement concrete solid block masonry 4 to 6 inches thick using crush graded bajri 3/4 inch and down gauge set in cement mortar 1:6 including scaffolding, raking out joints and curing etc. The entire work shall be finished as per instructions of the Architect or consultant, completing the entire work in all respect.	1400 sft
05	Providing and laying 1/2" thick cement plaster 1:4 on block masonry walls including making edges, corners, and curing etc. The entire work shall be finished as per instructions of the Architect or consultant, completing the entire work in all respect.	2800 sft
06	Providing and fixing suspended gypsum board false ceiling imported (DFB or equivalent), which includes providing & fixing G.I Perimeter channels of size 27 mm, 0.5 mm thick having one flange of 20 mm & another flange of 30 mm along with perimeter of the ceiling, screws fixed to brick wall / partitions with the help of rawl pluge & Screws. Then suspending G.I intermediate channels of size 45 mm, 0.9 mm thick with two flanges of 15 mm each from the soffit at 1200 mm centers with stell G.I Hanger of width 25 mm, 0.5 mm thick fixed to soffit with G.I cleat and steel expansion fasteners. Ceiling section of 0.5 mm thickness having knurled wedge of 51.5 mm and two flanges of 26 mm each with leaf of 10.5 mm are then fixed to the intermediate channel with the help of connecting clips and in direction perpendicular to the intermediate channel at 450 mm centers, 12.5 mm tapered edge gypsum board is then screwed fixed to ceiling section with 25 mm dry wall screws at 230 mm centers screw fixing will be done mechanically either with screw driver or drilling machine with suitable attachment. Finally, the tapered and squared edges of the gypsum boards are joined at finished to give a flushed finish with requisite jointing compound, mesh paper tapes, finisher and premier suitable for gypsum plaster boards. Provisions, for Light Fittings, AC Grills, Diffusers, etc., has to be	800 sft



	made by creating cutouts either on the tile surface or through additional framework, duly supported, for accommodating fixtures, over & above the module size to be included in the rate. The entire work shall be finished as per instructions of the Architect or consultant, completing the entire work in all respect.	
07	Providing and fixing suspended gypsum false ceiling imported, which includes pre-coated "T" grid & 9 mm thick Ceiling panels, G.I pre-coated Wall Angle , 0.43mm thick size 24" x 24" along with the perimeter of ceiling, screw fixed to brick wall / partition with screws at 600 mm centers. Provisions, for Light Fittings, AC Grills, etc., has to be made by creating cutouts either on the tile surface or through additional framework, duly supported, for accommodating fixtures, over & above the module size to be included in the rate. The entire work shall be finished as per instructions of the Architect or consultant, completing the entire work in all respect.	2400 sft
08	Providing and fixing Laminated wooden floor matt finish imported 8 mm thick 8" x 48" Grade "A", free from cracks and holes, including 2 mm underlay foam; quantities of tiles transporting and carefully handling to the site. Price of floor work include supply of all materials, fixing and cutting the tiles to the required shapes and dimensions, cleaning the site, required equipment & workmanship to complete the work laid in strict accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	1400 sft
09	Providing and fixing Laminated wooden floor skirting matt finish imported 8 mm thick 4" x 96" Grade "A", free from cracks and holes, including quantities of skirting transporting and carefully handling to the site. Price of floor work include supply of all materials, fixing and cutting the skirting to the required shapes and dimensions, cleaning the site, required equipment & workmanship to complete the work laid in strict accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	380 Rft
10	Providing and fixing floor tiles for Play area 24" x 24" Grade "A" <b>(Cost Rs 1400/square meter China)</b> , free from cracks and holes, including necessary grouting; quantities of tiles transporting and carefully handling to the site. Price of tiling works include supply of all materials, mixing the cement / bond paste, cutting the tiles to the required shapes and dimensions, cleaning the site, required equipment & workmanship to complete the work laid in strict accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	1400 sft
11	Providing and fixing floor tiles for Play area 4" x 24" skirting Grade "A" <b>(Cost Rs 1400/square meter China)</b> , free from cracks and holes, including necessary grouting; quantities of tiles transporting and carefully handling to the site. Price of tiling works include supply of all materials, mixing the cement / bond paste, cutting the tiles to the required shapes and dimensions, cleaning the site, required equipment & workmanship to complete the work laid in strict accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	160 Rft
12	Providing and fixing bathroom wall and floor tiles 12" x 24" Grade "A" <b>(Cost Rs 1400/square meter China)</b> , free from cracks and holes, including necessary grouting; quantities of tiles transporting and carefully handling to the site. Price of tiling works include supply of all materials, mixing the cement / bond paste, cutting the tiles to the required shapes and dimensions, cleaning the site, required equipment & workmanship to complete the work laid in strict accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	230 Sft
13	Providing and fixing Ply wood swing door 3'-0" and 2'-6"x8'-0"; including solid wood door frame, architrave, fixings, fittings, imported lock, hinges, tower bolt and all necessary accessories polish finish, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect. All wood work will be done with Sheesham.	06 nos.

14	Providing and fixing aluminum window section with 5 mm thick float glass (Tariq glass or equivalent), anodized aluminum suitable heavy sections including lock and all necessary accessories, all in accordance to instruction, as per approved samples and specifications of the Architect or consultant, completing the entire work in all respect.	100 sft
15	Providing and fixing aluminum section with 12 mm thick fixed float glass (Tariq glass or equivalent), anodized aluminum suitable heavy sections including all necessary accessories, all in accordance to instruction, as per approved samples and specifications of the Architect or consultant, completing the entire work in all respect.	600 sft
16	Providing and fixing concealed complete wiring; ceiling wiring; (Pakistan Cable or equivalent), and all necessary accessories, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect. (Except main distribution work)	2000 sft
17	Power Socket 3 in 1 Outlet imported.	8 no
18	Multi Socket 5 in 1 Outlet imported.	30 no
19	Switch Board Main 9+1 imported.	08 no
20	Switch Board Small 3+1 imported.	02 no
21	SMD Down Light 4" Dia 10 watt imported.	50 no
22	LED Light 24"x24" Osaka or equivalent	8 no
23	Wall Light imported	4 no
24	Picture Light imported	12 no
25	Hanging Light imported	10 no
26	Concealed fan Copper 2'x2'	12 no
27	Bracket fan	10 no
28	Air Condition 1.5 Ton Kenwood or equivalent	01 no
29	Air Condition fixing and installation	01 no
30	Providing and fixing wall paneling for Court wall of 18 mm tactile laminated M.D.F (Al-Noor) with concealed wooden frames size 2" x 1", at spacing of 24" x 24" (max)c/c, and all woodwork to be treated with 1st quality anti-termite paint, all complete as per standard details, and all finishing in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	400 sft
31	Providing and fixing wall paneling of 8" x 48", 8 mm thick tactile laminated M.D.F with concealed frames, all complete as per standard details, and all finishing in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	700 sft
32	Providing and fixing Solid wood Handrail and Baluster railing, finished height from bottom to top 36", consists of 2" dia round or Square shaped solid wood baluster at a spacing of 8" (max)c/c, 3" hand rail solid wood fix on bluster top with glue, nails, screw and all woodwork to be treated with 1st quality anti-termite paint, all complete as per standard details, all finishing in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	20 Rft
33	Providing and fixing platform for judge sitting area, witness stand etc. up to 12" height with 1" thick solid wood panel with concealed wooden frames size 2"x 1" and 3"x1.5", at spacing of 24" x 24" (max)c/c, and all woodwork to be treated with 1st quality anti-termite paint, all complete as per standard details, and all finishing in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	225 sft
34	Providing and applying primer and undercoat on gypsum board ceiling and roof, and two coats of plastic emulsion paint (ICI or equivalent), all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	1000 Sft
35	Providing and applying primer and undercoat on walls / partitions, and two coats of Matt emulsion paint (ICI or equivalent), all in accordance to instruction, as per	2000 Sft

	approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	
36	Providing and applying polish for court after clean the surface from dirt, dust etc. and sand papered to a smooth surface and all holes, cracks shall be filled to form truly even surface, exposed surface one minimum three coat of spirit polish with intermediate sand papering after each coat of polish and a final coat of Mansion ax' Polish applied, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	700 Sft
37	Providing and fixing File Storage cabinet without shutter with 19 mm laminated M.D.F (Al-Noor or equivalent) 9" depth, vertical and horizontal dividing members to be of 19 mm thick M.D.F (Al-Noor or equivalent), all exposed surfaces to be covered with PVC of approved quality and color and all necessary accessories, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	200 sft
38	Providing and Placing Judge table for court table top to be made of 19 mm thick M.D.F, edged with beading of 2"x1", top of table to have 1.0 mm thick laminate, and teakwood beading to be polished to required color and finish. Table to have a vertical modesty panel of 19 mm thick covered with laminate (1.0 mm thick) from the outer side and polished finish. Modesty partition to have 1st quality beading on top, including hinges, drawer sliding channel, handles and all necessary accessories, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	02 no
39	Providing and Placing dice for court with 19 mm laminated M.D.F (Al-Noor or equivalent) 4' height, vertical and horizontal dividing members to be of 19 mm thick M.D.F (Al-Noor or equivalent), all exposed surfaces to be covered with PVC of approved quality and color and all necessary accessories, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	04 no
40	Providing and Placing lawyer desk for court with 19 mm laminated M.D.F (Al-Noor or equivalent) 2'-6" height, vertical and horizontal dividing members to be of 19 mm thick M.D.F (Al-Noor or equivalent), all exposed surfaces to be covered with PVC of approved quality and color and all necessary accessories, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	02 no
41	Providing and Placing bench for court, the basic frame of which is to be made of 1st class solid wood, back with thick layers of hi-density foam 100 mm, shaped to the required design, and covered with hi-quality leatherette of the basic range of Rs. 150/- per meter of Upholstery, of approved make and CNC cutting design. Each bench seat to be approximately 6'x2' in size with polish varnish finish, the overall bench to be of a highly luxurious look and feel, and be to comfortable to sit on, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	08 no
42	Providing and Placing small chairs and tables set for kids play area, top to be made of 19 mm thick M.D.F, edged with beading of 2"x1", top of table to have 1.0 mm thick laminate, and teakwood beading to be polished to required color and finish and all necessary accessories, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	04 no
43	Providing and Placing jumping house imported for kids play area and all necessary accessories, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	01 no
44	Providing and Placing kids vehicle toys, all in accordance to instruction, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	04 no
45	Providing and Placing small couch for kids play area, hi-density foam, shaped to the required design, and covered with hi-quality leatherette of the basic range of Rs.	08 no

	150/- per meter of Upholstery, of approved make design, as per approved samples, drawing patterns and specifications of the Architect or consultant, completing the entire work in all respect.	
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## **8. Sample of Proposal Submission Form:**

*To be printed on the letter head of firm.*

Tender Reference No.01

Dated \_\_\_\_\_

Name of Contract:

The Learned Registrar,  
Sindh High Court,  
Karachi.

Dear Sir,

We, the undersigned, offer to provide our services for “ \_\_\_\_\_ ”, as a Bid, sealed in an envelope.

We understand you are not bound to accept any Proposal you receive and reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals without assigning any reason or having to owe any explanation whatsoever.

The decision of the Hon’ble Purchase Committee shall be final and cannot be challenged on any ground at any forum and Sindh High Court will not be liable for any loss or damage to any party.

Sincerely,

**Name**  
**Designation,**  
**Name of Company**

## **9. Sample of Articles of Agreement:**

**This Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Project Director, Sindh High Court, Karachi, Sindh, including his successors in office and Assignees / Agents, acting through the learned Registrar, hereinafter called the “**SHC**”, of the one part,

**And** M/s \_\_\_\_\_, located at \_\_\_\_\_, hereinafter called the “**Contractor**” which expression shall include their successors, legal representatives of the second part.

Whereas the **SHC** requires supply of \_\_\_\_\_ and whereas the **Contractor** has agreed to supply, the said items valued at **Rs.** \_\_\_\_\_ and words ( \_\_\_\_\_ ) as per Purchase Orders, subject to the terms and conditions set forth, hereinafter, which have been accepted by the **Contractor**.

### **Now this Agreement witnesses 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 the **Contractor**, and by the learned Registrar on behalf of the **SHC**, all of (name and designation of the authorized person) Which shall be deemed to form and be read and construed as a part of this **Agreement** viz.
  - a) Articles of Agreement;
  - b) Instructions to Tenderers;
  - c) Conditions of Contract;
  - d) Contractor’s Offer including the relevant correspondence prior to signing of this Agreement with all Annexures duly filled in.
  - e) The specifications of the items; and
  - f) Bill of Quantity with prices.
3. In consideration of the payment to be made to the Contractor, the **Contractor** hereby **covenants** with the SHC to supply & deliver all items in conformity in all respects of the Contract on quarterly basis, as mentioned in Purchase Orders.
4. The **SHC** hereby **covenants to pay** the Contractor in consideration of the supply & delivery of items at the contract price on quarterly basis subject to release of funds.

**In Witness Thereof** the parties have hereunto set their respective hands and seals, the day, month and year first above written.

### **WITNESSES:**

## (INTEGRITY PACT)

### 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 times 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]