

**INSPECTORATE GENERAL TREASURIES AND ACCOUNTS
FINANCE DEPARTMENT
GOVERNMENT OF SINDH**

Tender Document
Procurement of Furniture & Fixture
Single Stage One Envelope Procedure

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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 **Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh.**

“Bid with Lowest Evaluated Cost” means the estimated quoting lowest 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 through EPADs, 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 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh under the contract;
- (iv) where an official of the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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;

“Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

“Consulting Services” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services,

planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

“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 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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, Furniture & Fixture 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, Furniture & Fixture, equipment’s, 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, 2010, 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 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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;

“Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh”
Means the Inspector General of Treasuries, Finance Department, Government of Sindh;

“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 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh’s requirements.

1 INVITATION FOR BIDS (IFB)

1. The Procuring Agency i.e. Inspector General of Treasuries, Finance Department intends to invite bids for **PROCUREMENT & INSTALLATION OF FURNITURE & FIXTURE** from the eligible bidders / authorized partners having registration with the relevant tax and professional authorities and having atleast one (01) operational office in Karachi City for supplying the requisite goods on **itemized basis** with ancillary services.
2. The **procurement** will be conducted through an open National Competitive Bidding using **Single Stage – One Envelopes Procedure** as specified under Rule-15(b) read with Rule-46(1) of SPP Rules, 2010 (Amended from time to time).
3. Bidders may bid for all items mentioned thereunder. The contract(s) will be awarded to the bidder(s) offering the most advantageous bid under each item, provided the bidder(s) meet the required pre-qualification and evaluation criteria and other terms & conditions mentioned under the bidding document.
4. Interested bidders may seek further information in the bidding document uploaded on SPPRA website i.e. <https://portalsindh.eprocure.gov.pk/#/> or <https://finance.gos.pk/> from the date of publication. Further details is as under:

Schedule of submission	Schedule of opening of bids	Bid Security	Tender fee
May 12, 2025 (11:00 a.m.)	May 12, 2025 (12:00 Noon)	2% of estimated cost (Quoted Bid)	Rs. 3000/-

5. The Bids containing amount of tender fee (non-refundable) in the shape of pay order in favor of the **Drawing & Disbursing Officer, Inspector General of Treasuries, Finance Department Government of Sindh, Karachi** and requisite or supporting documents must be submitted **electronically** on or before **11:00 am of 12th May, 2025** through designated e-procurement system i.e. E-Pak Acquisition and Disposal System (EPADS) of Sindh Public Procurement Regulatory Authority.
6. Bids will be publicly opened in the presence of the bidders' designated representatives who may choose to be present in person at the address specified in the bidding document at **12:00 noon** on **12th May 2025**. However, in case of a public holiday or any unforeseen event on the bids' opening date, the bids shall be considered and opened on the next working day at the same time and venue.
7. All the bids shall remain valid for a period of thirty (30) days effective from the bids' opening date and must be accompanied by a corresponding bid security equivalent to 2% of the total quoted bid in the shape of Pay Order/ Demand Draft/ Bank Guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of **'Drawing & Disbursing Officer, Inspector General of Treasuries, Finance Department, Government of Sindh, Karachi**. However, the original bid security instrument as a part of financial bid shall be required **physically** in a separate sealed envelope from all the prospective bidders on or before bid's opening date and a copy of the same instrument without disclose the bid security amount, to be required electronically in a technical bid as well. Non-compliance will cause the rejection of the bid(s).
8. The Procuring Agency reserves the right to reject any or all bids or cancel the bidding process, in whole or in part, at any time before accepting a bid(s), subject to the relevant provisions of the SPP Rules.
9. **The address referred to the above** for issuance of the bidding document (if required to) and submission of requisite bid security is mentioned below.

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

The contact number and the correspondence address for clarification of bid purposes (only) are as follow:

Inspectorate General of Treasuries and
Accounts, Finance Department,
Government of Sindh Government of
Sindh
7th Floor, Lakson Sqaure
Building No.2, Sarwar
Shaheed Road, Karachi

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. Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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. Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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, 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; a bid shall comprise a single package containing one envelope of Financial Proposal, Technical Specification and other information. [SPPRA Rule 46 (1-a, b & c)] _____

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh must be written in English. [SPPRA Rule 6 (1)]

2.4.4 Technical Proposal

Bidders are required to submit the Technical Proposal (as required in the tender document).

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh.

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 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh shall require the bidders to furnish the Earnest Money @ 2% of Estimated Cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

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
 - Furnish performance security in accordance with ITB Section [2.7.5].

2.4.8 Bid Validity

Bids shall remain valid for a period of thirty (30) days, after the date of bid opening prescribed by Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh; [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

*Bidders shall have only option for submit their bids electronically through EPADS of Sindh Public Procurement Regulatory Authority by registered their Company / Organization in advance at <https://portalsindh.eprocure.gov.pk/> **or** <https://finance.gos.pk/>. No physical bids shall be allowed.*

2.5.1 Sealing and Marking of Bids

Bid shall comprise a single Stage-One Envelop Procedure containing “FINANCIAL PROPOSAL & TECHNICAL PROPOSAL” and required information to avoid confusion. [SPPRA Rule 46 (1-a & b)]

2.5.2 Response Time

Bidders are required to submit their Bids within stipulated period mentioned in publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received through EPADs.

2.5.3 Extension of Time Period for Submission of Bids

Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh may extend the deadline for submission and opening of bids as per relevant provision of SPP Rule, 2010. Accordingly notice for extension will be uploaded on EPAD system and the bidders who have already submitted bids on EPAD required to re-submit their bids

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 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh shall respond to such queries in writing within three calendar days, provided they are received at least Seven (7) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

2.5.5 Withdrawal of Bids

The Bidder may withdraw its Technical Proposal and Financial Proposal 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 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh prior to the opening of bids.

2.5.6 Cancellation of Bidding Process

Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]

2.5.7 Mechanism for Redressal of Grievances

Any bidder being aggrieved by any act or decision of the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced which will be entertain as per provion of SPPRA Rule 31 of SPP Rule, 2010

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by Inspector General of Treasuries, Finance Department, Government of Sindh

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, Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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 Supplier Eligibility/Technical Criteria

All bids shall be evaluated in accordance with the eligibility criteria. [SPPRA Rule 42 (1)] Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements.

2.6.4 PRELIMINARY (MANDATORY) SCREENING ELIGIBILITY CRITERIA

This Check list form will be used by Procuring Agency for the selection of Bidder(s) at Preliminary Stage. Bid(s) which do not pass the Preliminary (Mandatory) Screening Criteria will be assumed as non-responsive bid(s) and will be eliminated from Tender Process at initial stage.

BID OPENING CHECK LIST, MANDATORY REQUIREMENTS FOR ALL BIDDER(S)

Name of the Bidder _____

S. No.	Description	Required Document Attached Yes/No
1	Technical & Financial proposal envelopes are sealed separately	
2	Original Tender Receipt /Pay Order is attached?	
3	Technical specification & Financial proposals envelope are properly typed as prescribed in <i>SPPRA Rule 46 (1-a & b)</i>	
4	Technical Proposal Format at Annexure-B properly typed on Bidder(s) Letter Head with Authorized Signatures & Official Seal	
5	Undertaking attached with the tender document properly typed on Bidder(s) Letter Head with Authorized Signatures & Official Seal	
6	Affidavit format attached with the tender document properly typed on Rs. 500/- Stamp paper with Authorized Signatures & Official Seal	
7	Confirmation for fulfilling bid requirement properly filled with bidder(s) complete address with Authorized Signatures & Seal on bidders letterhead	
8	Photocopy of the bid security pay order / demand draft / bank guarantee must be submitted in Proposal(s) in which amount will not be readable, otherwise the Bid(s) will be ignored/rejected at the time of Evaluation.	
9	Technical Brochures / Catalogues for all quoted items must be attached with Proposal submitted by bidder(s)	
10	Valid and active Registration Documents (NTN, GST & Professional Tax Certificates	
11	All documents (each and every page) submitted by the bidder in Proposal(s) must be properly filled, signed and stamped	
12	Affidavit about current status of firm/bidder that he is not blacklisted from any Government/private entity	
13	Details of all the documents mentioned in front of the index with their page numbers?	

Note:

Interested Bidder(s) are advised to fulfil all the requirements as indicated above for passing out the preliminary (Mandatory) Elimination Process. Bidder(s) shall be advised to provide all the below requirements very carefully.

*Inspectorate General of Treasuries and Accounts
Finance Department Government of Sindh
Tender Document – Procurement of Furniture & Fixture*

EVALUATION CRITERIA

Bidder(s) who have been qualified on the basis of the preliminary (Mandatory) screening criteria will be eligible for going into evaluation criteria process.

S NO.	REQUIREMENTS	SUB MARKS	TOTAL MARKS
GENERAL REQUIREMENTS			
1	<u>Company/Firm Year of Establishment:</u>		20 Marks
	(Creditable Documentary evidence must be provided)		
	Establishment of Company in Years Five (05) Marks of Each Year	20 Marks	
2	<u>Status of Company:</u>		5 Marks
	(Creditable Documentary evidence must be provided)		
	Individual/Proprietor		
	Private Limited		
	Public Limited		
	Partnership		
	Corporation		
	Other(s) (Specify)		
4	<u>Income Tax Returns Filer (FBR):</u>		
	Last Three Year	10 Marks	10 Marks
	Last Two Years	07 Marks	
	Last One Years	05 Marks	
5	<u>General Sales Tax Returns (FBR):</u>		
	Last 12 Months	10 Marks	10 Marks
	Last 9 Months	07 Marks	
	Last 6 Months	05 Marks	
FINANCIAL CAPABILITIES			
6	<u>Average Annual Financial Turn-Over for the year Last Five (05) Years:</u>		30 Marks
	(Income Tax Return/ Bank Certificate must be submitted as supporting documents)		
	PKR 10.00 Million and above	30 Marks	

Inspectorate General of Treasuries and Accounts
Finance Department Government of Sindh
Tender Document – Procurement of Furniture & Fixture

	PKR 08.00 Million and above	15 Marks	
	PKR 5.00 Million and above	10 Marks	
PAST & PRESENT WORKING EXPERIENCE			
7	<u>Evidence of (03) Three Years experience of supplies in the various procuring agencies (from Public Sector Organizations)</u>		25 Marks
	(Work Order / Agreements must be attached as supporting documents)		
	15 or more Work order provided in last Three Years, Procuring Agencies must be attached as supporting documents	25 Marks	
	10 or more Work order provided in last Three Years, Procuring Agencies must be attached as supporting documents	20 Marks	
	8 or more Work order provided in last Three Years, Procuring Agencies must be attached as supporting documents	15 Marks	
	5 or more Work order provided in last Three Years, Procuring Agencies must be attached as supporting documents	10 Marks	
GRAND TOTAL			100 Marks

Note

- 1 Qualifying marks for the bid is minimum 70% for Technical Phase.
- 2 Financial bid of only qualifying bidder will be opened.
- 3 The financial bid of the bidder acquiring less than 70% marks will be returned un-opened.
- 4 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh has the right to amend any condition and vendors will be notified and provided sufficient time accordingly, in case of change.
- 5 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh has the right to ask for evidence/justification. Fail to provide evidence or false evidence will lead to disqualification.
- 6 Company will be considered disqualified if specification of the subject tender does not meet the requirements given in the tender document.
- 7 If Company not active Tax payer and GST, it will be considered as disqualified (Attached Proof).
- 8 All SPPRA rules (amended till upto date) applied on this Tender Document.

2.7 Award of Contract

2.7.1 Award Criteria

Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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.

2.7.2 Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh's Right to Accept Any Bid and to reject any or all Bids

Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s) by complying relevant provision of SPP Rule, 2010.

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh will notify the successful Bidder in writing by letter as well as through EPAD system. The bidder has to accept through EPAD system within stipulated time.

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

Upon the successful Bidder's furnishing of the Performance Security, Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh will promptly notify each unsuccessful Bidder and will discharge his/her bid security,

Signing of Contract

Within 5 Days from the date of notification of the award the successful bidder shall furnish to Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favour of such person.

The Contract shall be signed by the parties at Office of the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh, Karachi, within 10 Days of award of contract.

2.7.4 Performance Security

Within 5 DAYS of receipt of the notification of award from Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh, the successful Bidder shall furnish to Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh the Performance Security of 5% 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 or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security will be discharged by Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh 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.

2.7.5 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh. *[Specimen is attached in Annexure "D"]* [SPPRA Rule 89]

2.7.6 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh. *[Specimen is attached in Annexure "E"]*

3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh (Inspectorate General of Treasuries) invites proposal for the procurement and installation of Furniture & Fixture.

List of Goods and Delivery Schedule

Line Item No	Product Description	Quantity required	Final Destination (Project or Delivery Site) as specified in BDS	Delivery Date		
				Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery Date (Bidder to Provide Dates)
Furniture & Fixture			7 th Floor, Lakson Square Building No. 03, Near Karachi Press Club, Karachi	First business day following the date of effectiveness of the contract and after issuance of Final Purchase Order.	Fifteen (15) business days following the date of effectiveness of the contract and after issuance of Final Purchase Order.	
1.	Executive Table (3X6)	03-Units				
2.	Executive Chair	03-Units				
3.	Credenza	03-Units				
4.	02 seated sofa set	03-Units				
5.	05 seated sofa set	01-Unit				
6.	Full back Revolving Chair	05-Units				
7.	Half back Revolving Chair	10-Units				
8.	Visitor Chairs	10-Units				

TECHNICAL SPECIFICATION

S No	Item	Specification / Detail
Technical Specification of Furniture & Fixture		
1	Executive Table (3x6)	➤ 3x6 wooden table (High quality polish finished with Side Rack and Mob Box with imported drawer locks, Channels and hinges. ➤ Electric Box-Flip up with • 1 (3 Pin Universal Power Socket) • 1(2 Pin Power Socket) • 2(USB Fast Charger) • 1(HDMI) • 1(VGA) • 2(RJ45 Socket)
2	Executive Chair	➤ Revolving Chair (fully Imported) ➤ 360° Rotation ➤ Best Quality Leatherette ➤ Steel Hydraulic Base with fast moving wheels ➤ At least 05 years or more foam warranty ➤ Back Rest ➤ Adjustable head rest Up ➤ Adjustable 02 Arms rest (Comfortable)
3	Credenza	➤ Matching with Executive table ➤ 04 Drawers with imported locks channels and hinges ➤ 04 boxes with imported locks, handles and shelf

Inspectorate General of Treasuries and Accounts
Finance Department Government of Sindh
Tender Document – Procurement of Furniture & Fixture

4	05 Seater Sofa Set	➤ 03 seater, 01 seater X 2 ➤ Leatherette Chesterfield Sofa set ➤ Standard size ➤ Style (Tufted Back, Rolled Arms, Nail head Trim) ➤ Authentic Top grain Leather ➤ Spacious and comfortable ➤ 10 years foam warranty ➤ Color (Brown / Black)
5	02 Seater Sofa Set	➤ 02 seater Sofa Set ➤ Leatherette Chesterfield Sofa set ➤ Standard size ➤ Style (Tufted Back, Rolled Arms, Nail head Trim) ➤ Authentic Top grain Leather ➤ Spacious and comfortable ➤ 10 years foam warranty ➤ Color (Brown / Black)
6	Full back Revolving Chair	➤ Revolving Chair ➤ 360° Rotation ➤ Fine Leatherette ➤ Steel Hydraulic Base with fast moving wheels ➤ At least 05 years or more foam warranty ➤ Back Rest ➤ 02 Arms rest (Comfortable)
7	Half back Revolving Chair	➤ Revolving Chair ➤ 360° Rotation ➤ Fine Leatherette ➤ Steel Hydraulic Base with fast moving wheels ➤ At least 05 years or more foam warranty ➤ 02 Arms rest (Comfortable)
8	Visitor Chairs	➤ Shesham wood Frame ➤ High gloss Polish ➤ 10 years foam warranty

Note:

1. The cost must include all taxes, installation, and labor charges including delivery charges upto Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh.
2. Calculation of bid security. The mechanism for calculation of bid security will be as follows:
2% of estimated / quoted cost of total bid will be submitted with tender document as bid security.
3. In case it is reviled at any stage after award of contract that the asked specification of the tender have not been met, the amount of the bid will be fined to the vendor with appropriate action as deemed necessary by the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh.
4. The successful bidder will be the one whose total sum of cost is the lowest and as per the specification mentioned. As it is package tender, so no partial lowest cost will be considered for award of any work.
5. Delivery will be Made on need Basis.
6. Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh has the right to decrease quantity of any required item or not purchase any item.

Signature of Bidder _____

4 Financial Proposal

Note: This form is to be filled by the Bidder for item wise and shall submit with sealed financial bid.

Line Item	Description of Goods	Delivery Date (as defined by Incoterms)	Quantity and Physical Unit	Unit Price DDP	Sales and Income Taxes	Total Price Per Line Item
1	2	3	4	5	6	7
[insert number of the item]	[insert name of good]	[insert quoted delivery date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert sales and other taxes payable per line item if the contract is awarded]	[insert total price per item]
					Total Price	

Name of bidder:

[insert complete name of bidder]

Signature of bidder:

[signature of the person signing the bid]

Date:

[Insert date]

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

“Procuring Agency” or “PA” means Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh Contractor.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh or the Supplier may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Supplier, Sub-Suppliers, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.1.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.9.1 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.1.9.2 Extension of Time

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

5.1.10 Termination

5.1.10.1 Termination by Inspector General of Treasuries, Finance Department, Government of Sindh

The Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.1.10.2 Termination by the Supplier

The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 5.1.10.2

- a. If the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh fails to pay any money due to the Supplier pursuant to this Contract without Supplier's fault.
- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh shall make the following payments to the Supplier:

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.11 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.1.12.2 Arbitration

If the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

5.1.13 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh upon successful commissioning of the Computer System and should not be available to any other party including the employees of the supplier.

5.1.14 Obligations of the Supplier

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh, and shall at all times support and safeguard the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh legitimate interests in any dealings with Sub-Suppliers or third Parties.

5.1.14.1 Conflict of Interest

The Supplier shall hold the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.1.14.2 Confidentiality

Except with the prior written consent of the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2 Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5.2.1 Performance Security

The amount of performance security shall be Five (5%) percent of the Contract Price

5.2.2 Payment

The payment to be made to the Supplier under this Contract shall be made in accordance with the payment schedule as shall be agreed between Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh and the Supplier.

- a. Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh will affect payment within 30 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”

**BID FORM [IT SHOULD BE SPECIFIC TO EACH CONTRACT AND WILL HAVE
TO BE TAILORED SEPARTELY FOR EACH TENDER DOCUMENT]**

Dated: _____, 2025

To,

Inspectorate General of Treasuries,
Finance Department,
7th Floor, Lakson Sqaure Building No.3, Sarwar Shaheed Road
Karachi

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency _____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide goods/work/related service], that will be in accordance with the terms defined in the proposal and /or contract _____.

Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries.

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to 5 percent (5%) of the Contract Price for the due performance of the Contract, in the form prescribed by Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh.

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name & Address of Agent

Amount and Currency

(If none, State none)

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

Dated this _____ day of _____ 2024.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Annexure “B”

FORMAT FOR TECHNICAL PROPOSAL SUBMISSION FORM

{This Format of Technical Proposal Form shall be on the Letter Head of the Bidder(s)/Firm(s) and shall be signed by authorized and competent person. It should be included by the Bidder(s) in its Technical Bid(s)}

(Insert Location & Date)

Inspectorate General of Treasuries,
Finance Department,
7th Floor, Lakson Sqaure Building No.3, Sarwar Shaheed Road
Karachi

Subject: PROCUREMENT OF _____

Dear Sir,

I/We, the undersigned, offer to provide the subject goods in accordance with your request for proposal. I/We are hereby submitting my proposal(s), which includes the Financial Proposal(s) and other required information. I/We undertake, if my/our proposal(s) is accepted, to provide the said stores related to the assignment.

2. I/We also confirm that the Government of Sindh has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. I/We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and I/We are aware of the relevant provisions of the Proposal Document.

3. I/We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature

Name and Designation of Signatory & Seal:

Name of Firm: _____

UNDERTAKING:

{This undertaking format shall be on the Letter Head of the Bidder(s)/Firm(s) and shall be signed by a person competent. It shall be included by the Bidder in its Technical Bid(s)}

It is certified that the information furnished herein and as per the documents submitted is true and correct and nothing has been concealed and tampered with. We have gone through all the conditions of tender document and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 2025.

Signature

In the capacity of (Company Seal)

Duly authorized to sign Bids for and on behalf of: _____

AFFIDAVIT FORMAT

{This Affidavit format shall be on the Stamp Paper valuing Rs. 100/- with attestation of Notary Public and shall be signed by a person competent. It shall be included by the Bidder(s) in its Technical Bid(s)}

I/We, M/s. _____ (Insert Company Name) _____, located at _____
_____ (Insert Company Address) _____, through its proprietor, etc. namely Mr. _____
_____ (Insert Name) _____ S/o. _____ (Insert Name) _____, bearing CNIC No.
_____ (Insert CNIC Number) _____, resident of _____ (Insert Home Address) _____ is hereby
confirmed that we have carefully read all terms and conditions of the tender document and also
agreed to abide SPPRA Rules-2010 (Amended till up to date) for the procurement of subject
tender document during the validity of Contract.

1. I/We also do hereby state and declare on oath as under: -

- a.) That I/We will remain bound to supply any additional item require during the contract period at the same price as quoted in the tender document.
- b.) That I/We also agree to supply and accept the said item(s)/store(s)/good(s) at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
- c.) I /We understand and ensure for the supply of store(s)/good(s)/item(s) as per the Tender Requirements.
- d.) I/We also agree to supply the 100% additional quantity without any additional charges, if the supply(s)/part of supply(s) declared sub-standard.
- e.) I/We understand that, if any of the information submitted in accordance to this Tender inquiry found incorrect or false, my/our contract may be cancelled at any stage on my/our cost and risk.
- f.) I/We also undertake that my/our Firm has not been bankrupted/blacklisted.
- g.) That the replacement /warranty of rejected/faulty parts will be made immediately within Next Business Day.
- h.) That I /We are true deponent of this affidavit and will conversant with the facts deposed herein.

2. Whatever stated above is true and correct to the best of my/our knowledge and belief.

Signature of the Bidder(s)

Name:

Designation with Seal of the Firm(s):

Date:_____

**Inspectorate General of Treasuries and Accounts
Finance Department Government of Sindh
Tender Document – Procurement of Furniture & Fixture**

BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the _____

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 2025.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

[Signature and Seal of the Bank]

Annexure “C”

PERFORMANCE SECURITY FORM

To,

Inspectorate General of Treasuries and Accounts, Finance Department,
7th Floor, Lakson Sqaure Building No.3, Sarwar Shaheed Road
Karachi.

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____[reference number of the contract] dated _____ 2025 to _____[details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the budding document and the contract:

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

This guarantee is valid until the _____ day of _____ 2024.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Annexure “D”

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010

_____ [the Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

For and On Behalf Of

Signature: _____

Name: _____

CNIC No: _____

Form of Contract

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Inspectorate General of Treasuries and Accounts, Finance Department, Government of Sindh, and [Supplier Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfil each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2025.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or

- Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third-party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.
5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
- Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.

10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.