



**Government of Pakistan**  
**Ministry of Climate Change**  
**Ten Billion Tree Tsunami Programme**  
Islamabad  
\*\*\*\*



Islamabad, 30<sup>th</sup> September 2021

**REQUEST PROPOSAL FOR HIRING OF CONSULTANT REQUEST FOR PROPOSALS FOR HIRING OF CONSULTANT(S)/CONSORTIUM OF CONSULTANTS FOR ESTABLISHMENT OF BOTANICAL GARDEN AT BANIGALA, ISLAMABAD**

**CORRIGENDUM**

**Ref: RFP No. PID (I)1887/21, Dated 26-09-2021:** I am directed to refer to the subject cited above and state that the bid security in the RPF document shall be considered as one percent of the total bid amount.

**Encl: As above.**

**Deputy Project Director**  
(Admin & Finance)



# **REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PREPARATION OF CONCEPTUAL DESIGN,  
MASTER PLANNING AND DETAILED DESIGN FOR  
ESTABLISHMENT OF 'BOTANICAL GARDEN' AT  
BANI GALA, ISLAMABAD**

**(September 2021)**

**TEN BILLION TREE TSUNAMI PROGRAMME  
MINISTRY OF CLIMATE CHANGE  
GOVERNMENT OF PAKISTAN**

**\*\*\*\***

## **REQUEST FOR PROPOSAL FOR REPARATION OF CONCEPTUAL DESIGN, MASTER PLANNING AND DETAILED DESIGN FOR ESTABLISHMENT OF 'BOTANICAL GARDEN' AT BANI GALA, ISLAMABAD**

The Ten Billion Tree Tsunami Programme (TBTTP) is being implemented by the Ministry of Climate Change, Government of Pakistan through PSDP funding. The TBTTP Invites Technical and Financial Proposals (**Single Stage - Two Envelope basis**) for “**preparation of conceptual design, master planning and detailed design for establishment of Botanical Garden' at Bani Gala, Islamabad**”.

The TBTTP seeks the services of well reputed national and international consultancy firm/ consortium of consultants to prepare conceptual design, master plan, detailed design, PC-I document and business plan for developing this garden as a 'nature park' on 725 acres located near Bani Gala, Islamabad for public recreation and for strengthening the overall green cover in the region. The land for the proposed Botanical Garden is located at Bani Gala, about 15 km northeast of Islamabad at an elevation range of 530 to 700m (above msl) and comprises of a long ridge stretching between Simly Dam Road and Bani Gala.

Bidding Document, containing detailed Terms & Conditions, procedure for submission of bids, bid security, performance guarantee etc. can be obtained from the office of the undersigned or may be downloaded from the websites ([www.ppra.org.pk](http://www.ppra.org.pk), [www.mocc.gov.pk](http://www.mocc.gov.pk)) free of cost up to **28<sup>th</sup> October, 2021**. The proposals (Technical & Financial) prepared in accordance with the instructions in the bidding documents, must reach to the office of the undersigned on or before **29<sup>th</sup> October, 2021 by 12:30 p.m.** Received proposals shall be opened on the same day at **2:30 p.m.**

**National Project Director**  
Ten Billion Tree Tsunami Programme,  
Ministry of Climate Change  
Adventure Foundation Inn, Garden Avenue, Islamabad  
Phone (051) 9249217

# **REQUEST FOR PROPOSAL FOR REPARATION OF CONCEPTUAL DESIGN, MASTER PLANNING AND DETAILED DESIGN FOR ESTABLISHMENT OF 'BOTANICAL GARDEN' AT BANI GALA, ISLAMABAD**

## **1. INSTRUCTIONS TO THE BIDDERS**

"**Single Stage Two Envelop Procedure**" will be adopted for open competitive bidding. Proposals should be submitted in two separate envelopes with the titles as "technical" and "financial" proposals, which should be enclosed in a single envelop with clear heading "Proposal/Bid for **preparation of conceptual design, master planning and detailed design for establishment of 'botanical garden' at Bani Gala, Islamabad**. Technical & financial bid shall be submitted on prescribed format. The Financial proposals should accompany a bid security equivalent to One percent (1%) of the bid amount in the form of Pay Order / Demand Draft in favour of "National Project Director, Ten Billion Tree Tsunami Programme". Financial proposal shall be valid for 60 days.

### **1.1 Sealing of Bid:**

The proposals should be prepared in accordance with tender documents and sealed properly and envelopes should be clearly marked as "Technical Proposal" or "Financial Proposal" in legible letters with the tender heading and its closing and opening date and time. If the envelopes are not sealed and marked properly, TBTP will assume no responsibility for the bid's misplacement.

### **1.2 Submission of Bid:**

The bid should be submitted as per given closing date and time advertised in the tender notice. The late bid will not be entertained. No bid may be withdrawn in the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified in the bid document. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security (earnest money).

### **1.3 Opening of Bid:**

The proposals shall be opened publicly on specified date & time in the presence of tender opening and evaluation committee of TBTP and Bidder's representatives present shall be given the attendance sheet evidencing of their presence. In case holiday is announced by the Govt. of Pakistan or "Force Majeure Situation", the tenders will be opened on next working day or as shall be intimated by the TBTP.

The bidder's names, quoted rates, bid security attached and such other details considered appropriate will be announced at the time of opening of bids. No bid shall be rejected at the time of opening of bids, except for the late bids, which shall be returned unopened to the Bidder. During evaluation of the bids, TBTP may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered or permitted. If a bid is not substantially responsive to the terms & conditions/particulars of the tender documents, it will be rejected by TBTP and may not subsequently be made responsive by the bidder by correction of the nonconformity. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulation and polices that are in force at the time of issue of notice for invitation for bids.

## **2. CONSULTANT / FIRM'S SCOPE OF WORK AND RESPONSIBILITIES**

The proposed establishment of Botanical Garden is aimed at creating a Nature Park facility that fulfils the primary objectives of conservation, recreation, education, public awareness as well as research. The long term aims and objectives of establishing the 'Botanical Garden' as part of the nature park are:

### **Vision:**

To inspire people to conserve and cherish biodiversity and botanical heritage of Pakistan for a sustainable future.

### **Mission:**

Discover, cultivate, showcase and protect Pakistan's unique plant diversity through innovative display, engaging communication and inspiring people to conserve natural resources.

### **Objective:**

- i. The overarching objective of the project is to develop a 'nature park' to collect, display, conserve the wide variety of flora from across Pakistan.
- ii. To develop a 'botanical enclave' that brings together themes aligned to different regional flora to provide a holistic display of botanical richness in the country.
- iii. To create an enclave that can provide a real-time information to the public local and international about the rich flora in the country.
- iv. Create a digital platform of information for facilitating communication relating to the botanical landscape in the country and to encourage ownership protection and conservation.
- v. Develop the facility as an ecotourism resort.

The Consultant / Firm having international experience of developing National Biodiversity Parks is asked to perform the following services in line with international best practices:

### **2.1. Conceptual Design and Master Planning:**

#### **A. Survey and Investigation**

The Consultant / Firm will be required to carry out the following through recognized experts/professionals in the field:

##### ***a. Demarcation***

Demarcation and coordinates determination of the identified site and a general survey of the immediate surroundings will be carried out.

##### ***b. Documentation / Mapping of Existing Facilities***

The consultant / firm will carry out a detailed survey of the existing facilities; proper document / mapping of the existing facilities and, wherever required, supplement the work with pictures / videos to establish a baseline. The consultant / firm will use digital camera, digital video and

other latest technology to carry out this part of assignment. The consultant shall also provide satellite imagery duly marked with boundary lines and existing and proposed features.

### ***c. Reconnaissance Survey***

The Consultant / Firm will carry out reconnaissance survey of the identified land parcel so as to collect all relevant data for use in the Planning and Design of proposed works including, soil data, geo-technical data, meteorological data, hydrological data, etc for incorporation into the master plan.

### ***d. Detailed Topographic Survey and Soil Investigations***

Before detailed designing, the Consultant / Firm shall carry out detailed topographic survey, sub-soil investigations and laboratory analysis of the soil samples from approved laboratories to assess the ground conditions and its suitability for both plantation and construction works. Geotechnical investigation of the site shall also be carried out to obtain information about engineering characteristics of sub-soil and to establish appropriate foundation design parameters for the proposed structures.

#### **✓ DELIVERABLES OF THIS ITEM OF WORK WILL BE**

- a) A General Reconnaissance Survey Report for the identified land parcel
- b) Topographic survey with contour plans
- c) Existing facilities report
- d) Sub-soil investigation report
- e) Recommendation on suitability for Plants/Structures
- f) Laboratory Test Reports

## **B. Concept Development and Master Planning**

The Consultant / Firm will carry out the concept development and prepare the Master Plan of a world-class Botanical Garden as part of a nature park. Master Plan should cover at least the following features:

- a) Review / discussion of the best models of Botanical Gardens that are part of nature parks functioning in developed and developing countries keeping in view the existing features / infrastructure.
- b) Study of history of land under consideration, statistics and overview of existing facilities.
- c) Review of Islamabad Master Plan and its integration with the plan being prepared for establishing the Botanical Garden.
- d) Identification of basic and specific international standards for Botanical Gardens.
- e) Code of conduct for group visitors for the garden.
- f) Operational guidelines including:
  - Zoning policy and guidelines
  - Land use policy and guidelines
  - Plan for horticulture, floriculture, wilderness, forestation, wildlife, soft and hard intervention, etc.
  - Infrastructure policies and guidelines
  - Transport policy and guidelines covering inside and outside transport
  - Marketing & Tourism policy and guidelines
  - Community and social policy and guidelines e.g. ethics, cleanliness, etc

- g) Propose flora and fauna that can be planted / introduced.
- h) Administrative arrangement for operating the garden and the nature in general
- i) Including institutional setup, organogram and job descriptions of key staff.
- j) Institutional arrangements on sustainability of interventions

Under this item of work, the consultant / firm will be required to:

- i. Prepare and submit innovative conceptual integrated Master Plan of a world-class Botanical Garden as part of a nature park, Landscape/Architectural Design and Outline Proposal for the proposed garden as part of the nature park for approval by the Client.
- ii. Finalize the preliminary conceptual design and master plan incorporating the Client's suggestions and comments.
- iii. Prepare and submit by laws, drawings to local approving agencies (if required).
- iv. Prepare animated computer model of the garden and the nature park in general / 3-D visual walkthrough of the park and its facilities.

✓ **DELIVERABLES OF THIS ITEM OF WORK WILL BE:**

- a) A Master Plan Document
- b) Conceptual Landscape/Architectural Design with outline proposal
- c) By-laws, Drawings (if required)
- d) Computer model / animation of landscaping / construction giving 3-D visual walkthrough of the park and its facilities.
- e) A promotional video animation of the complete Botanical Garden.

## **2.2. Detailed Design**

Under this item of work, the consultant / firm will be required to perform the following functions:

- i. Prepare design of the Botanical Garden in general that may include, but not limited to the following requirements with rough Cost Estimates for each item of work.

### **A) Landscaping**

#### **a) Urban Forest / Miyawaki and other Methodologies**

#### **b) Thematic Gardens**

- i. Desert Garden
- ii. Fragrant Garden
- iii. Oriental Garden / Zen Garden
- iv. Rose Garden
- v. Bulbous Plants Area
- vi. Any other

#### **c) Therapeutic Garden**

- i. Butterfly Garden / House
- ii. Flowering Shrubs Garden
- iii. Medicinal Garden
- iv. Ornamental Herbaceous Garden
- v. Any other

## **B) Eco-friendly infrastructure**

- i. Herbarium
- ii. Green House for Plants Propagation
- iii. Nursery for Plants sale
- iv. Wetland and koi Pond
- v. Lakes & Wetlands Wildlife Reserve
- vi. Access Roads and Tracks / Jogging track
- vii. Car Park entrance
- viii. Toilets along walkway
- ix. Insectarium (Glass House)
- x. Lighting arrangement
- xi. Observatory Towers / Huts
- xii. Bird Watching Platforms in Urban Forest
- xiii. Aviary
- xiv. Covered Platforms / Rain Shelters
- xv. Security arrangement
- xvi. Eco tourist lodges
- xvii. Admin Block
- xviii. Library
- xix. Museum / Auditorium
- xx. Restaurants
- xxi. Landscaping for visual appeal
- xxii. Structural works, E & M works. Water supply, Sewerage & Drainage Works.
- xxiii. External development / ancillary works.
- xxiv. Interior design work
- xxv. Any other

- ii. Prepare rough cost estimates for each item of work

### **✓ DELIVERABLES OF THIS ITEM OF WORK WILL BE:**

- a). Detailed design for items covered above.
- b). Rough Cost Estimates.
- c). Preparation of PC-I scheme.

## **2.3. Strategic Business Plan**

To develop the following in a strategic capacity in order to develop a realistic Business plan:

- i. Recommend corporate structure and organizational structure of the garden and the park reviewing possible ways to make it autonomous.
- ii. Recommendations to establish an independent Management Board under overall control of the client.
- iii. Exploration of possible models for outsourcing the operation of the garden and the park in particular through Public Private Partnership.
- iv. Strategic recommendation for HR management required to maintain the garden and the park in professional management mode.
- v. Develop a realistic model for the size of the visitor market segments and their respective spending power which will translate into admission pricing and discounting types and price ranges of F&B and retail.

- vi. Estimate source of revenue: admission charges, F & B, rides, photography, retail, donations, government subsidies etc.
- vii. Estimate the capital as well as operating costs of the project.
- viii. Develop a 10 year profit and loss projection for the project.

✓ **DELIVERABLES OF THIS ITEM OF WORK WILL BE:**

- a) Strategic business plan based on items covered above.
- b) Innovative financing arrangements for a self-sustaining model.

**3. SCHEDULE OF SERVICES TO BE PROVIDED BY THE CONSULTANTS:**

<b>Stage</b>	<b>Scope of Services</b>	<b>Timelines</b>
1.	Submission and approval of Conceptual design and Master Plan.	Within maximum of 12 weeks after the effective date of commencement of services
2.	Submission and approval of Detailed design, rough cost estimates and PC-I scheme	Maximum of 12 weeks after the approval of Master Plan, conceptual design, and feasibility report
3.	Submission and approval of Strategic Business Plan	Maximum of 02 weeks after approval of detailed design

**4. CORE TEAM OF EXPERTS**

The following core team of experts will be required to carry out the consultancy assignment:

<b>S.No.</b>	<b>Expert</b>	<b>Qualification and experience</b>
1	Team Leader	A Master's degree in the discipline of Landscape / Architecture with 15 years related experience.
2	Architect/Landscape Expert	A Master degree with 8 years or a Bachelor's degree with 10 years related experience in relevant discipline
3	Botanist	A Master's degree with 8 years related experience in relevant discipline
4	Wildlife Expert	A Master's degree with 8 years related experience in relevant discipline
5	Civil Engineer	A Master's degree with 8 years or a Bachelor's degree with 10 years related experience in relevant discipline
6	HR Expert	A Master's degree with 8 years or a Bachelor's degree with 10 years related experience in relevant discipline
7	Horticulturist	A Master's degree with 8 years related experience
8	Economist/ Marketing Expert	A Master's degree with 8 years or a Bachelor's degree with 10 years related experience in relevant discipline

## **5. REPORT SUBMISSION REQUIREMENTS**

The consultant will submit Five (5) copies of every report in both hard and soft format.

## **6. GENERAL TERM & CONDITIONS**

1. The firm should be registered with income tax and sales tax departments (Registration numbers should be clearly mentioned and valid documentary evidence be attached).
2. The firm should have experience in providing technical services as per deliverables.
3. The rates quoted shall be considered valid for the period of 2 months.
4. Incomplete quotations, quotations not conforming to tender requirements or with vague replies will not be considered.
5. All the taxes levied must also be clearly stated.

## **7. COPY RIGHT INTELLECTUAL PROPERTY**

All information pertaining to this consultancy belongs to the client (TBTPP-MoCC). The Client shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever without written permission of the Client in line with the national and Copyright Laws applicable.

### Annex-I: Firm's References

To be filled by the bidder for each mentioned experience and to be attached with the technical proposal for evaluation)

Please provide details of the relevant Services/Assignments carried out in the past (starting from the most recent) that Best Illustrate Qualifications/ Experience of your firm.

Using the format below, provide information on each reference assignment for which your firm, either individually or as a partner company within an association, was legally contracted.

Assignment Name:			
Client's Name/Title			
Client's Address			
Key Professional Staff Provided by Your Firm	Name	Responsibility	
Duration of assignment	(Total Man Months):		
Timeframe of assignment	Start Date:	Completion Date:	
Approx. Value of Project			
Description of Project			
Description of Solution Provided			
Completion Letter			

## Annex-II: Technical Evaluation Criteria

Weightage for Technical score shall be 70%

<b>Section-1 – Company Profile</b>			<b>Points</b>
	<b>Description</b>	<b>Remarks (Proofs to be attached)</b>	
1.1	Age of the firm/Year of establishment (0.5 mark for each year, max. marks 5)	(Certification of incorporation attached)	5
1.2	The firm should have legal presence/Registration in Pakistan	Proofs of registration as well as address of registered office with telephone number	2
1.3	The firm should National Tax Number (NTN) Registered	(Registration certificate to be attached)	1
1.4	The firm should be General Sales Tax (GST) Registered	(Registration certificate to be attached)	1
1.5	The firms should Active Taxpayer List Registered	(Registration certificate to be attached)	1
1.6	The bidder must have sound financial status. (2 marks for each year report, max. marks 4)	(Audited accounts statement for last two year)	4
1.7	The firm is neither blacklisted nor in litigation with any of public sector or organizations.	(The firm must attach an undertaking on Stamp Paper duly signed)	1
<b>TOTAL Section-1</b>			<b>15</b>
<b>Section-2 – Technical Requirements</b>			
2.1	Experience of conceptual designing and detailed master planning of botanical garden. Must be supported by documentary proof on client letter head. (5 marks for each experience, maximum marks 15).		15
2.2	Firm must have international certification of maintaining quality standards in providing consultancy services (2 marks for each certification, will be verified from certificates, maximum marks 06)		06
2.3	Firm must have certified technical resources as part of implementation team (2 marks for each certification, will be verified from certificates, maximum marks 10)		10
2.4	Experience of conducting land surveys including topographic survey with contour plans (3 Marks), Sub-soil investigation (3 Marks), survey of flora and fauna (4 Marks)		10
2.5	Experience of preparing PC-I scheme based on detailed design and rough cost estimates. (Will be verified from approved PC-I schemes attached. 2 Marks for each PC-I scheme. Maximum marks 10)		10
2.6	Experience of preparing strategic business plan for public sector enterprises. Must be supported by documentary proof on client letter head. (2 marks for each experience, maximum marks 4).		04
<b>TOTAL Section-2</b>			<b>55</b>
<b>TOTAL Marks (Section-1+Section-2)</b>			<b>70</b>

### Annex III: Financial Evaluation Criteria

Weight age of the financial bid will be 30% and the score of a bidder will be calculated using the following formula.

$$\text{Bidder's Score} = \frac{\text{Value of the Lowest Bid}}{\text{Value of the Bid in Consideration}} \times 30$$

**Note:**

*The final evaluation will be based on the Overall Evaluation achieved by adding the scores attained out of f Technical (70%) and Financial (30%) proposals.*

#### Financial bid Submission format

The financial bid submission will be against deliverables as under:

Item No.	Description	Cost (Rs) including all Taxes
1.	Submission and approval of Conceptual design and Master Plan.	
2.	Submission and approval of Detailed design, rough cost estimates and PC-I scheme	
3.	Submission and approval of Strategic Business Plan	
<b>Total Cost</b>		

## **Annex-IV: General Terms and Conditions**

1. No bid/offer will be considered if:-
  - a. Received without or deficient of required earnest money.
  - b. Received after the date and time fixed for tender submission.
  - c. Received incomplete or without required information/documents.
  - d. The tender is unsigned/ unstamped.
  - e. The offer is ambiguous.
  - f. The offer is made by unauthorized agent of firm/company.
  - g. The offer is from a firm which is blacklisted by any Govt. office.
  - h. The offer is conditional.
2. Prices quoted by the firm /company should be inclusive of all applicable taxes/duties and delivery charges in Pak Rupee. All admissible taxes impose by the GOP from time to time shall be catered for in the quoted rates.
3. The bid must accompany **5%** of total bid price in shape of DD/Pay Order in the name of National Project Director, Ten Billion Tree Tsunami Programme, Islamabad on account of earnest money (refundable).
4. The bids will be evaluated in line with evaluation of this document and firm/company found to be substantially responsive and qualified to the evaluation criteria will for opening of financial bid.
5. All prices should be valid for at least 60 days from the date of opening. Withdrawal or and modification of the original offer within the validity period shall entitle TBTP, Islamabad to forfeit the earnest money and /or imposing a ban on such firm/company from future participation in TBTP, Islamabad tenders.
6. After award of work the firm has to submit 10% of bid cost as performance guarantee in shape of bank guarantee. (Specimen enclosed)
7. After award of work the firm has to submit Integrity Pact on Stamp paper. (specimen enclosed)
8. If any item is against the specification, TBTP, Islamabad may reject it and the vender shall either replace the rejected item or arrange alterations necessary to meet the required specifications free of cost and the job must be completed within specified time from the date of communication of decision to the vender by the TBTP. However, the completion date of the concerned work will be considered that of actual delivery date.
9. TBTP has the right to increase / decrease the quantity of items subject to availability of fund
10. Payment in advance will be released against Bank Grantee/Pay Order/D.D after award/signing of the contract.
11. The evaluation committee shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms obtaining less than seventy percent (70%) points in technical evaluation will be rejected and their financial proposals will be returned un-opened.

## Specimen forwarding letter for Financial Proposal

To:

National Project Director,  
Ten Billion Tree Tsunami Programme,  
Islamabad.

Dear Sir,

We, the undersigned, offer to provide our services for  
\_\_\_\_\_in accordance with  
your Tender Documents, Notice dated\_\_\_\_\_.

Our attached Financial Proposal is for the sum of PKR  
\_\_\_\_\_[Insert  
amount(s) in words and figures]. This amount is inclusive of the all taxes. Our Financial  
Proposal shall be binding upon us subject to the modifications resulting from Contract  
negotiations, up to expiration of the validity period of the Proposal, as mentioned in the  
Tender Documents.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Date:

**(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 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 GOP through any corrupt business practice.

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

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

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to 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, [name of 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 [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer:

Name of Vender/Supplier:

Signature:

signature

[Seal]

[Seal]

**FORM OF PERFORMANCE SECURITY (Bank Guarantee)**

Guarantee No. \_\_\_\_\_

Executed On \_\_\_\_\_

Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Employer)

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

\_\_\_\_\_

Name of Principal (Contractor) with address:

\_\_\_\_\_

\_\_\_\_\_

Penal Sum of Security (express in words and figures)

\_\_\_\_\_

\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has accepted the Employer's above said Letter of Acceptance for (Name of Contract) for  
The \_\_\_\_\_ (Name of Project).

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

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

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

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

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

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

\_\_\_\_\_ Guarantor (Bank) \_\_\_\_\_

Witness:

1.

Signature

\_\_\_\_\_

(Name, Title & Address) \_\_\_\_\_

Corporate Guarantor (Seal)

Title \_\_\_\_\_

2. \_\_\_\_\_

Name, Title & Address) \_\_\_\_\_

Corporate Guarantor (Seal)