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# **INSTRUCTIONS TO THE BIDDERS / TERMS & CONDITIONS**

# 1. Introduction:

1.1. Center for Autism Rehabilitation and Training, Sindh (C-ARTS) was established in 2018 under Section 42 of the Companies Act, 2017 as a "NOT FOR PROFIT" Company. The Company owned by the Government of Sindh, aims to provide professional rehabilitation facilities to Autistic children in Sindh Province, train professionals in rehabilitation methods in Autism Spectrum Disorder (ASD) and work for awareness and increasing social empathy on ASD.

# 1.2. **Scope:**

- 1.2.1 Center for Autism Rehabilitation and Training, Sindh intends to procure / avail the quality works / services / goods on competitive rates from well reputed Contractors / Service Providers / Vendors / Bidders registered with FBR for Income Tax & for Sales Tax with SRB and Pakistan Engineering Council (PEC).
- 1.2.2 Bidder would be awarded the contract as per evaluation criteria of this document to accomplish the works/services/supplies as mentioned in **Annexure C & F**.
- 1.2.3 Bidding shall be conducted under Rules 46(2) "Single Stage Two Envelopes" (Technical and Financial Bids) procedure laid down in SPPRA Rules 2010 (Updated March 2022 / till to date). The contract shall be awarded to 'most advantageous bidder' as per evaluation criteria mentioned in this document.
- 1.2.4 Bidders shall submit their bids with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annex or Tagging format.

# 1.3. Source of Funds:

1.3.1 Center for Autism Rehabilitation and Training, Sindh has allocated funds towards the cost for **Execution of Civil Works** at Center for Autism Rehabilitation and Training, Sindh at **Korangi 2**<sup>1</sup>/<sub>2</sub>, **Karachi**.

# 2. Eligible Bidders:

The bids which meet the following minimum **ELIGIBILITY CRITERIA** (MANDATORY **REQUIREMENT**) would be declared responsive / advantageous for further evaluation as per Evaluation Criteria specified in this bidding document.

# **Documentary Evidence must be attached in respect thereof:**

- 2.1 Original Tender Purchase Receipt / Pay Order of Tender Fee.
- 2.2 Bidder should be based in Sindh Province and/or should have a head office or branch in Karachi. Office details at Karachi and all provincial headquarters (if any) with Phone Numbers / Addresses.
- 2.3 Copy of CNIC of signatory of the Bid Forms.
- 2.4 Bidder must be available on **List of Active Tax Payers of FBR website** (for Income Tax).
- 2.5 Bidder must be available on List of Active Tax Payers of SRB website (for Sales Tax).
- 2.6 Valid **Professional Tax Certificate**.
- 2.7 Bidder must be registered with **Pakistan Engineering Council (PEC)**.
- 2.8 Minimum 03 years' of experience of Works & Services / Similar Categories of Works / Services within Sindh Province, in Public and Private Sector Institutes / Universities / Hospitals / Government / Semi-Government organizations (supported with purchase order / contract award / contract agreement / satisfactory performance certificate).
- 2.9 **Reference Letters / Satisfactory Performance / Work / Project Completion Certificate** from client(s) on their official letterhead duly signed and stamped by the **competent authority of the organization** showing that bidder is successfully completed the works /

services / project amounting to more than 65.00 million during a period of one year during the last **five-years** ending on the deadline for bid submission.

- 2.10 Affidavit on Stamp Paper of Rs. 100/- as per Specimen give at Appendix-I.
- 2.11 Conformity with required terms and conditions of Scope of Works / Bill of Quantity / Technical Specification given in the Tender Document.
- 2.12 Certificate on company's letterhead that if selected, the firm would start the works / services / supplies as per approved samples / specifications / instructions of Engineer / Incharge. Non-compliance to the same may result in immediate termination of contract leading to forfeiture of performance security and blacklisting of firm as per Specimen at **Appendix-I.**
- 2.13 Duly signed and stamped Compliance Certificate as per the format give at <u>Annexure-B</u> of this document.
- 2.14 Duly signed and stamped Compliance to Bill of Quantity / Schedule of Requirement / Technical Offer as mentioned vide <u>Annexure-C</u> of this document.
- 2.15 The filed Income Tax Return (ITR FBR) for last three financial years as per<u>Annexure-G.</u>
- 2.16 Valid List of Client's details as per specimen given at <u>Annexure-H.</u>
- 2.17 Bidder / Company Profile / Details Annexure-I.
- 2.18 Bidder should have to provide full name & address of principal banker along with letter for confirmation that C-ARTS can approach your bankers for financial references.

# 3. Obtaining of Bidding Document:

- 3.1 Bidding Document containing detailed terms & conditions can be obtained at the date, time and place / address given in the Bid Data. No tender document shall be sold on the date of opening of bid.
- 3.2 Bidding documents can also be downloaded from website of Sindh Public Procurement Regulatory Authority (<u>www.ppms.pprasindh.gov.pk</u>) and Center for Autism Rehabilitation and Training, Sindh (<u>www.c-art.org.pk</u>), in this situation, bidder is required to enclose Pay Order / Demand Draft / CDR of tender fee (Rs. 5,000/-) with their bid, which must be issued in favor of Center for Autism Rehabilitation and Training, Sindh by a scheduled bank within the tender purchasing dates.

# 4. Bidding Procedure:

4.1 Bidding shall be conducted under Rules 46(2) "**Single Stage – Two Envelopes**" (Technical and Financial Bids) procedure laid down in SPPRA Rules 2010 (Updated March 2022 / till to date). The contract shall be awarded as per evaluation criteria mentioned in this bidding document.

# 5. Cost of Tendering:

5.1 The company shall bear all costs associated with the preparation and submission of its documents, while C-ARTS, shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

# 6. Clarifications of the Tender Documents:

6.1 A prospective company requiring any clarification(s) may notify to C-ARTS or an Officer authorized on its behalf in writing. The C-ARTS or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before **05 working days** or more to the deadline set for the submission of bids. Copies of C-ARTS response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).

# 7. Amendment of Tender Documents:

- 7.1 At any time prior to the deadline for submission of bids, the C-ARTS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective company, modify the tender document by issuing corrigendum / addendum.
- 7.2 Any corrigendum / addendum thus issued shall form eternal part of the tender document. To offer bidders a reasonable time frame in which to take a corrigendum / addendum into account in preparing their bids, the C-ARTS may at its discretion extend the deadline for submission of bids.

# 8. Language of Bids:

8.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

# 9. Bid Price:

- 9.1 Price / bid offer should be quoted in Pak Rupees as per format given at <u>Annexure-F</u>.
- 9.2 The price / bid offer quoted should be firm's final and clearly written / typed without any ambiguity.
- 9.3 The bid price should be included all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
- 9.4 If there is no mention of taxes or calculation error, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the Income Tax / SST / GST or other taxes during the contract period shall be passed on to the Procuring Agency.
- 9.5 The price / bid offer shall be entered against each personnel / material / equipment for the whole duration of contract period.
- 9.6 The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

# **10. Bid Security / Earnest Money:**

- 10.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee (**Annexure -D**) in favour of Center for Autism Rehabilitation and Training - Sindh issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. No interest will be paid on Bid Security. Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.
- 10.2 Any bid not accompanied by an acceptable bid security shall be rejected by the C-ARTS as non-responsive.
- 10.3 The bid security / earnest money of the 'most advantageous bidders' will be returned upon award of contract to the 'most advantageous bidder' or on expiry of validity of bid security whichever is earlier.
- 10.4 The bid security of the 'most advantageous bidder' will be returned only when the bidder furnish the required Performance Security and signed relevant contract agreement.

# **11. The Bid Security / Earnest Money may be Forfeited / Confiscated:**

- i. If a bidder withdraws his bid during the period of bid validity.
- ii. If the bidder does not accept the correction of his bid price.
- iii. In the case of a 'most advantageous bidder', if he fails to furnish the required performance security or sign the contract agreement.
- iv. If the bidder fails to provide the requisite services.
- v. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

# **12. Validity of Bids:**

12.1 Bids shall remain valid for ninety (90) days w.e.f. date of opening of Technical Proposals. The bids without or less than Ninety (90) days validity will be rejected.

# **13.** Clarifications / Corrections of Bid:

- 13.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may 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 price or substance of the bid shall be sought offered or permitted.
- 13.2 Arithmetical errors will be rectified on the following basis:
  - i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
  - ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

# **14. Responsiveness of Bid:**

- 14.1 The valid bid security / earnest money is submitted (**Copy of the requisite bid security** / earnest money without showing the amount must be attached with the Technical Bid).
- 14.2 The bid is valid till required period.
- 14.3 The bidder had quoted the particular(s) / good(s) / item(s) / service(s) exhibited at Annexure-C (Bill of Quantity / Schedule of Requirement) & F (Price schedule / Quoting of Rates / Financial Odder.
- 14.4 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 14.5 Compliance to all terms and conditions of tender document on specified formats.
- 14.6 The bidder is eligible for tendering and possesses the requisite experience.
- 14.7 The bid does not deviate from basic requirements.
- 14.8 The bidder submitted all mandatory / requisite documents as mentioned in the tender document.
- 14.9 The bid is generally in order.

# **15. Submission of Bids:**

- 15.1 Bids should be submitted in accordance with Rules 46(2) Single Stage Two Envelopes Procedure Basis of SPPRA Rule 2010 (Updated March 2022 / till to date).
  - a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

- b) Envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- c) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- d) Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- f) No amendments in the technical proposal shall be permitted during the technical evaluation;
- g) Financial proposals of technically qualified / advantageous bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance; and
- h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- 15.2 The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only Financial Proposal, and Bid Security. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- 15.3 Technical / Financial Bids should be submitted in sealed envelope. The inner and outer envelopes shall:
  - a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - b) bear the Notice Inviting Tender / Invitation for Bids (NIT / IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet.
- 15.4 Opened or e-mailed or faxed or telexed bids will not be accepted.
- 15.5 Any bid received by the C-ARTS after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
- 15.6 Bids qualified by such vague and indefinite expression such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
- 15.7 Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bid against the Government Rules and Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
- 15.8 In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- 15.9 In case of discrepancies between the Information for Bid (IFB) / Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.

# **16. Deadline for Submission of Bid:**

16.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 12.3 no later than the time and date specified in the Bid Data Sheet.

# 17. Opening of Bids:

- 17.1 Procurement Committee will publically open the Sealed Technical Bids first at the date, time and place given in the Bid Data Sheet in the presence of bidder's representatives who choose to be present, while the Financial Bids of all prospective bidders would be kept in safe custody at C-ARTS. After declaration of Technical Bid Results, the Sealed Financial Bids of only Technically Qualified bidders would be opened publicly at time / date to be announced later. Whereas, Sealed Financial Bids of technically non-qualified bidders will be returned unopened / unprocessed.
- 17.2 The name of bidder, bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of Sealed Financial Bid opening process.
- 17.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 17.4 The C-ARTS reserves the right to reject any one or all bids / proposals or scrap / cancel the tender as per relevant SPPRA Rules 2010 (Updated March 2022 / till to date).

# **18. Evaluation of Bids:**

- 18.1 The Bids / Offers shall be evaluated by the Committee constituted by the C-ARTS for the purpose.
- 18.2 The Committee may seeks the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be change the sanctity of original bid;
- 18.3 The Bids / Offers shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.
- 18.4 The bids not responsive to the MANDATORY ELIGIBILITY CRITERIA provided at Clause 2 shall not be considered for further Evaluation.
- 18.5 The Bids shall be evaluated on complete Lot / Group / Package / Project Basis reflected in the Bid Form / Price Schedule. Bids for partial / limited item(s) shall not be considered and rejected.
- 18.6 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 18.7 Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the 'most advantageous bidder'. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution / evaluation period shall be passed to the Procuring Agency.
- 18.8 The following merit point system for weighing evaluation factors/criteria will be applied for technical / evaluation purpose.
- 18.9 Bidders achieving minimum 70 marks will be considered only for further process. Documentary evidence must be attached in support of each parameter.

# Any Bid not meeting the following mandatory requirements of evaluation criteria will be disqualified / rejected straight away and will not be considered for further evaluation.

# **19. Bid Evaluation Criteria:**

- 19.1 The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
- 19.2 Bidders achieving minimum <u>70% points / marks</u> will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

1	Legal Requirements (Mandatory)	Yes/No
1.1	Bid Form (without prices in technical bid and with prices in Financial bid)	
1.2	Original Tender Purchase Receipt / Pay Order of Tender Fee	
1.3	Taxation Certificate (NTN and GST)	
1.4	<ul> <li>Affidavit on Stamp Paper of Rs. 100/- that:</li> <li>Bidder is not involved in any litigation with the Public / Private Sector University / Institute / Government / Semi Government Organization (Provincial / Federal / Local).</li> <li>Bidder is not black listed by any Public / Private Sector University / Government / Semi Government Organization (Provincial/Federal / Local).</li> </ul>	
1.5	Registration with Pakistan Engineering Council (PEC) Minimum Category: C-6 under concerned specialization code	

S. #	CRITERIA / PARAMETERS / SUB-PARAMETERS	Maximum Marks
2.	Years of Establishment	Max. 10
2.1	Established during 2018-2021	05
2.2	Established during 2013-2017	07
2.3	Established during 2012 or early	10
3.	Experience and Past Performance / Similar Experience	Max. 30
	With Government / Semi Government / Large Private Hospitals / University	
	/ Institute / Organization	
	Clients from following Sectors during the last Five (5) Years:	
i.	Purchase Orders / Award of Contract from all such clients must be attached At least one similar nature of work having minimum 65.0 (M) Coast; <b>or</b>	
	At least two similar nature of works having minimum 05.0 (M) Coast or At least two similar nature of works having minimum 35.0 (M) Coast for Each	
ii.	Work	
4.	Bidder's Networking Setup	Max. 10
7.	(Credible documentary evidence must be provided)	WIAX. 10
4.1	Head Office at Karachi	10
4.2	Regional Office at Karachi	05
5.	Execution / Work Completion Schedule	Max. 25
5.1	<60 Days with Work Completion	25
5.2	> 60 <90 Days with Work Completion	15
5.3	>90 Days with Work Completion	00
	Average Annual Turnover during last five (05) financial years	
6.	(Audited Statements of Accounts and Income Tax Return Forms must be	Max. 25
	attached as supporting documents)	
6.1	Above PKR 150.0 million	25
6.2	Above PKR 100.0 million	15
6.3	Above PKR 75.0 million	10
6.4	Below PKR 75.0 million	00
	TOTAL POINTS / MARKS	100

# **20. FINANCIAL PROPOSAL EVALUATION:**

- 20.1 Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution / evaluation period shall be passed to the Procuring Agency.
- 20.2 Technically qualified/successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.

- 20.3 Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- 20.4 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 20.5 Marks obtained in the detailed technical evaluation will be carried forward band prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (Technical Score + Financial Score).
- 20.6 The formula for technical scoring is "Technical Marks / Score = Total Technical Marks of the respective bidder x 0.75".
- 20.7 The formula for financial scoring is that the lowest bidder gets 25% Marks and the other bidders score 25 multiplied by the ratio of the lowest bid divided by the quoted price.

# **EXAMPLE:**

# **TECHNICAL EVALUATION**

**The formula to calculate the technical points / marks / score of the bidder is given below:** Technical Marks / Score = Total Technical Marks of respective bidder x 0.75

• Solved Example of Financial Scoring: Technical scoring out of 100 = 85 Carried Forward & Prorated Technical scoring = 85 x 0.75

# FINANCIAL EVALUATION

The formula to calculate the Marks for the price by the bidders other than lowest bidder is given below:

• Financial Evaluation Score of individual quoted Product:

= [Lowest quoted price of the item ÷ Next higher proposed price of the competing item] x Total Allocable financial score

• Solved Example of Financial Scoring:

If the lowest quoted price of an item is Rs. 25 million the same lowest will obtain score as below: =  $[25 \div 25] \times 25 = 25$ 

= 25 marks being the lowest bidder for the quoted item

If the next higher quoted price of the same item is Rs. 30 million the marks obtained will be: =  $[25 \div 30] \times 25 = 20.83$ 

If the next higher quoted price of the same items is Rs. 37 million the marks obtained will be: =  $[25 \div 37] \times 25 = 16.89$  Marks and so on.

# 21. Rejection/Acceptance of the Bid:

- 20.1 A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.
- 20.2 The bid shall be rejected if:
  - i. it is substantially non-responsive in a manner prescribed in this tender document; or
  - ii. it is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
  - iii. bidder has conflict of interest with the C-ARTS; or
  - iv. bidder engages in corrupt or fraudulent practices in competing for Contract award; or
  - v. bidder tries to influence the bid evaluation / Contract award; or
  - vi. bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
  - vii. unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
  - viii. subjected to interlineations / cuttings / corrections / erasures / overwriting; or

- ix. qualified by vague and indefinite expression such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly; or
- x. without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
- xi. bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-2); or
- xii. bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / Bill of Quantity; or
- xiii. bid submitted with shorter bid validity period; or
- xiv. bidder fails to meet the minimum evaluation criteria requirements; or
- xv. bid not accompanied by the Bid Security (Earnest Money) of required amount and form; or
- xvi. bidder refuses to accept the corrected Total Bid Amount / Price; or
- xvii. the Bidder has been blacklisted by any public or private sector organization; or
- xviii. bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
- xix. rates quoted by bidder are not workable or on higher side etc.

# 22. Process to be Confidential:

- 21.1 No company shall contact C-ARTS on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
- 21.2 Any effort by a bidder to influence C-ARTS in the evaluation, comparison or selection decision may result in the rejection of its bid.

# **23.** Compliance Certificate:

21.1 The company should agree with the terms and conditions as mentioned in <u>Annexure – B</u>.

# 24. Award Criteria:

- 23.1 The Procuring Agency will award the contract to the 'most advantageous bidder' whose bid has been determined to be substantially responsive and has been determined to be the 'most advantageous bid' provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 23.2 In case of tie among two or more bidders in financial bid with identical offered rate of any item, the contract shall be awarded to both bidders accordingly.
- 23.3 C-ARTS reserve rights to drop any item(s) or cancel any/all bids, subject to the relevant provisions of SPPRA Rules 2010 (Updated March 2022 / till to date).

# 25. Procuring Agency's Right to Accept any Bid and to Reject any or all Bids:

24.1 The Procuring agency reserves the right to accept or reject any bid, as per Rule 25 of SPPRA Rules 2010 (Updated March 2022 / till to date) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

# 26. Procuring Agency's Right To Vary Quantities:

25.1 The Procuring agency reserves the right to increase and/or decrease the quantity; and/or drop the any or multiple items originally specified in the Format for Quoting the Rates / Schedule of Requirements / Bill of Quantity without any change in unit price or other terms and conditions during the contract period.

# 27. Requirement / Format of Bid:

26.1 All bidders shall quote their firm and final rates including all the taxes, duties, levies etc. on the format given at **Annexure – F** and attach the requisite Bid Security / Earnest Money in the form of a Pay Order / Demand Draft / Bank Guarantee as per this Tender Document requirement / obligations.

# **28.** Alternative Bids:

27.1 Alternate Bids shall not be allowed, if any bidder elects to submit alternative bid(s) / proposal(s), both bids viz. ORIGINAL and ALTERATIVE will be rejected straightaway.

# **29.** Notification of Award of Contract (AoC):

28.1 Prior to expiration of the bid validity period or extended bid validity period, the C-ARTS will notify the 'most advantageous bidder' in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier or by email. The notification of award will constitute the formation of the contract.

# **30. Period of Contract:**

29.1 Initially for the period of **six (06) months** or the completion of the works/services/project, based on performance. Extension of contract will be on same terms & conditions and rates if mutually agreed by both parties (Contractor and C-ARTS).

#### **31. Contract Agreement:**

- 30.1 Subject to the fulfillment of all codal formalities, the C-ARTS will award the contract to 'most advantageous bidder' whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. C-ARTS and Bidder will sign the Contract Agreement on the stamp paper.
- 30.2 C-ARTS reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit / Performance Bond and any amount due to the Contractor/Agency. The Contractor / Agency shall reproduce draft contract agreement provided by C-ARTS on stamp paper with stamps affixed of the value equals to the prevailing Government rules / rates. Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.
- 30.3 The Contractor / Agency shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Contractor may rephrase any clause, article or chapter with the consent of the C-ARTS for the purpose of clarity, legality, or otherwise except where price schedule / schedule of requirement / bill of quantity, terms & conditions, and service /any charges is not adversely affected against the C-ARTS.
- 30.4 Within fifteen (15) days of receipt of the Contract Form, the 'most advantageous bidder' shall sign and date the contract and return it to the C-ARTS.

# **32. Performance Security:**

31.1 The 'most advantageous bidder' shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Center for Autism Rehabilitation and Training - Sindh issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract. No interest will be paid on Performance Security.

# 31.2 **Forfeiture of Performance Security:**

- a) In the event of failure to provide services as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
- b) In that event, acquiring of the said services may be taken from the next 'most advantageous bidder' vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
- c) If any equipment / instrument or property of C-ARTS is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.
- 31.3 Refund of Performance Security: After successful completion of services in contractual period, performance security will be refunded within the six months if not extended for further period.

# **33.** Cancelation of Contract:

**32.1** If the 'most advantageous bidder' fails to provide the goods / items as per approved sample / specification or satisfactory supplies / performance, the C-ARTS shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The C-ARTS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

# **34.** Termination for Default:

- 33.1 C-ARTS without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:
  - a) if the contractor fails to deliver any or all of the items / goods / services within the period(s) specified in the Contract, or within any extension thereof granted by the C-ARTS; or
  - b) if the contractor fails to perform any other obligation(s) under the Contract.
  - c) if the contractor, in the judgment of the C-ARTS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

# **35. Force Majeure:**

- 34.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 34.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the C-ARTS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

# **36. Termination for Insolvency:**

35.1 C-ARTS may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the C-ARTS.

# **37. Termination for Convenience:**

36.1 The C-ARTS, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the C-ARTS's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

# **38. Resolution of Disputes:**

37.1 In the case of a dispute between the C-ARTS and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Updated March 2022 / till to date).

# **39.** Governing Language:

38.1 The Contract shall be written in the ENGLISH Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

# **40. Applicable Law:**

39.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi, Pakistan shall have exclusive jurisdiction.

# Invitation for Bid (IFB) / Notice Inviting Tender (NIT) No. C-ARTS/PD/2022-23/01-02. Dated 19-04-2023

Center for Autism Rehabilitation and Training, Sindh (C-ARTS), Karachi invites the following Bid(s) from well reputed Contractors / Service Providers / Vendors / Bidders registered with FBR for Income Tax & for Sales Tax with SRB and with PEC.

#	Reference No.	Name of Bid	Procedure		
i.	No. C-ARTS/PD/2022-23/01.	Execution of Civil Works at Center for Autism Rehabilitation and Training, Sindh at Korangi 2 ½, Karachi	Single Stage - Two Envelopes Rule 46(2)		
ii.	No. C-ARTS/PD/2022-23/ <b>02.</b>	Single Stage - Two Envelopes Rule 46(2)			
Te	nder Fee	Rs. 5,000/- (Rupees five thousand only) Non-F	Refundable		
Bi	d Security	2.5% of the total bid value.			
La	st date for Tender Purchasing	From the date of publishing to 11 <sup>th</sup> May, 2023 by 12:00 Noon.			
De	Deadline for Submission of Bids 11 <sup>th</sup> May, 2023 up to 02:45 p.m.				
Bi	Bid Opening Date & Time11th May, 2023 at 03:00 p.m.				
No	Note: In case of any unforeseen situation or government holiday resulting in closure of office on the date of				

opening, bids shall be submitted / opened on next working day at the given time and venue.

Bidding Document containing detailed terms & conditions can be obtained against pay Order / Demand Draft of Rs. 5,000/- (non-refundable) being tender fee in favor of **Center for Autism Rehabilitation and Training, Sindh** during office hours. No tender shall be sold on the date of opening of bid. Tender Notice and Bidding Documents are also available on the website of Sindh Public Procurement Regulatory Authority (<u>www.ppms.pprasindh.gov.pk</u>) & Center for Autism Rehabilitation and Training, Sindh (<u>www.c-art.org.pk</u>), in this situation, bidder is required to enclose Pay Order / Demand Draft / CDR of tender fee (Rs. 5,000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing dates. C-ARTS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the website, C-ARTS will not be responsible of any confusion or misunderstanding in this regard.

Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will be rejected.

The Center for Autism Rehabilitation and Training - Sindh (C-ARTS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Updated March 2022 / till to date).

# Address for Purchasing of bidding documents, submission and opening of bids:

Center for Autism Rehabilitation and Training, Sindh, ST-31, Block-15, Gulistan-e-Jauhar, Karachi Phone # +92 21 9924 9621, Email: procurement@c-art.org.pk

# DR. SYED MUHAMMAD IDREES

Chief Executive Officer / Chairman (PC.)

# **Terms & Conditions**

- 1. The work should be commence within 60/90 days of from the date of the Award of Contract / Work Order.
- 2. Inspection: Engineer / Joint Inspection Committee of C-ARTS will make inspection of works.
- 3. 0.1% per day LD shall be imposed, but not more than 10% of contract value in case of late delivery / late completion of work.
- 4. Quantities shown in the quotation are approximate and no claim shall be entertained for quantities of executed being more or less than those entered in the BOQ.
- 5. All prices will include all costs of performing the works, including labour, material, duties, cess, octori charges, royalties permit & transportation etc., as mentioned in BOQ and all Provincial & Federal applicable taxes including Income Tax, Sindh Sales Tax, GST and other taxes, (if any).
- 6. No subletting of all or any part of work will be allowed at any cost / reasons.
- 7. The contractor will visit the site before bid submission.
- 8. If the work / supply is not found according to the approved specifications or samples, the same will be rejected at risk and cost of the contractor. In case of contractor fails to work / supply the order/contract, the firm will be blacklisted.

#	Payment Stages	Payment in Terms of Percentage (%)	Job to be Completed	Verified By
1	1 <sup>st</sup> Running Bill Payment 35%	On completion of 50%	On completion of 50% Civil Works (A+B)	
2	2 <sup>nd</sup> Running Bill Payment 35%	On completion of 80%	On completion of 80% Civil Works (A+B)	Engineer / Joint
	Final Payment 30%	On completion of 100% Works	On completion of 100% Works (A+B+C)	Inspection Committee of C- ARTS
	Retention Money / Performance Security 5%	After three (03) months of satisfactory completion of works.	5% Performance Security / Retention Money submitted with Contract Agreement will be returned after three (03) months of satisfactory completion of works.	

9. Mode of Payment:

# **BID DATA SHEET**

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) / Terms & Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in ITB / T&C.

1.	Name of Procuring Agency:	Center for Autism Rehabilitation and Training, Sindh (C-ARTS)		
2.	Name of Contract:	Execution of Civil Works at Center for Autism Rehabilitation and Training, Sindh at Korangi 2 <sup>1</sup> / <sub>2</sub> , Karachi		
3.	Tender Reference No.	No. C-ARTS/PD/2022-23/ <b>02.</b>		
4.	Address:	Center for Autism Rehabilitation and Training, Sindh, ST-31, Block-15, Gulistan-e-Jauhar, Karachi		
5.	Language of Bid;	English		
6.	Currency of bid:	The price quoted shall be in <b>Pakistani Rupee</b> including all Government Taxes.		
7.	Bid Price:	The price shall be fixed during the contract period.		
8.	Bid Security:	Amount of bid security shall not be less than 2.5% of the total bid price.		
9.	Bid Validity Period;	90 Days		
10.	Tender Purchasing Date:	From the date of publishing to 11 <sup>th</sup> May, 2023 by 12:00 Noon		
11.	Deadline of bid submission	Date:         11 <sup>th</sup> May, 2023           Time:         02:45 pm.		
12.	Date, Time and Place of Bid opening:	Date:11th May, 2023Time:03:00 pm.Place:Center for Autism Rehabilitation and Training, Sindh, ST-31, Block-15, Gulistan-e-Jauhar, Karachi		
13.	Performance Security:	Amount of Performance Security shall not be less than 5% of the total contract value.		
14.	Alternate Bid:	Not allowed		
15.	Joint Venture / Consortium Bid:	Not allowed		
16.	Award of Contract:	Contract shall be awarded to <b>'most advantageous bidder'</b> on <b>Complete Lot / Group / Package /</b> <b>Project Basis</b>		

# **SAMPLE FORMS**

# **TECHNICAL PROPOSAL SUBMISSION FORM**

(Must be printed on company's letterhead)

Dated:\_\_\_\_\_

# The Chief Executive Officer,

Center for Autism Rehabilitation and Training, Sindh (C-ARTS) Karachi

#### Dear Madam / Sir

We, the undersigned, offer to execute the **Civil Works** at Center for Autism Rehabilitation and Training, Sindh at **Korangi 2** ½ **Karachi** in accordance with your IFB / NIT / Tender Document No. **C-ARTS/PD/2022-23/\_\_\_\_** dated \_\_\_\_\_, 2023 and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / Corrigendum Nos. [insert numbers & Date of individual Addendum / Corrigendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to execute the WORKS / supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to execute Civil Works / deliver the Services / Goods in accordance with the scope of works / delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the 'most advantageous bid' or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

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

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

Authorized Signature [In full and initials]: Name and Title of Authorized Signatory: Name of Bidder: Stamp / Seal:

Dated:

# FINANCIAL PROPOSAL SUBMISSION / BID FORM

(Must be printed on company's letterhead)

# The Chief Executive Officer,

Center for Autism Rehabilitation and Training, Sindh (C-ARTS) Karachi

Dear Madam / Sir

We, the undersigned, offer to execute the **Civil Works** at Center for Autism Rehabilitation and Training, Sindh at **Korangi 2** ½ **Karachi** in accordance with your IFB / NIT / Tender Document No. C-ARTS/PD/2022-23/\_\_\_\_ dated \_\_\_\_\_, 2023 and our Technical Proposal. Our Financial Proposal is attached for the Sum of <u>(insert amount in figures and amount in words)</u> this amount is inclusive of all taxes, duties, levies, cess, octroi etc.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution.

We also declare that the any Government organization (Federal / Provincial / Local) has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

# **GENERAL COMPLIANCE CERTIFICATE**

(Must be printed on company's letterhead)

Dated:\_\_\_\_\_

#### The Chief Executive Officer,

Center for Autism Rehabilitation and Training, Sindh (C-ARTS) Karachi

# Ref: IFB/NIT Ref: No. C-ARTS/PD/2022-23/\_\_\_\_ for Execution of Civil Works at Center for Autism Rehabilitation and Training, Sindh at Korangi 2 <sup>1</sup>/<sub>2</sub>, Karachi (Ref: No. C-ARTS/PD/2022-23/\_\_\_)

Dear Madam / Sir

I/we carefully gone through the Terms & Conditions as mentioned in the above referred SIMP&R Tender Document. I/we declare that all the provisions of this Tender are acceptable to my/our company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

# **BILL OF QUANTITY / SCHEDULE OF REQUIREMENT / SCOPE OF WORK**

(Must be printed on Company's Letterhead)

(Lot / Group / Package / Project)

for

# **Execution of Civil Works** at Center for Autism Rehabilitation and Training, Sindh at **Korangi 2**<sup>1</sup>/<sub>2</sub> **Karachi**

Sr. #	Particulars	Approx. Qty.	Rate	Unit	Amount (Rs.)
A - I	CIVIL WORKS (Scheduled Items)				
1	R.C.C. work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (i/c screening and washing of shingle) (a) R.C. work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position completed in all respect ratio 1:2:4	17000	600.00	Cft	10,200,000.00
2	Fabrication of steel reinforcement for c.c. i/c cutting, bending, laying in position, making joints and fastening i/c cost of binding wire (also removal of rust from bars) (using tor bars)	54	395,000.00	Ton	21,330,000.00
3	<ul> <li>P/L 1:3:6 c.c. solid block masonry wall above</li> <li>6" in thickness set in 1:6 C.M.in G/F superstructure i/c racking out joints and curing etc. complete .</li> <li>Actual Total: 7780, Deduction: 2431</li> <li>Net Quantity: 5349</li> </ul>	5349	340.00	Cft	1,818,660.00
4	<ul> <li>P/L 1:3:6 c.c. solid block masonry wall 6" &amp; below in thickness set in 1:6 C.M.in G/F superstructure i/c racking out joints and curing etc. complete.</li> <li>Actual Total: 2479, Deduction: 300</li> <li>Net Quantity: 2179</li> </ul>	2179	340.00	Cft	740,860.00
5	P/F G.I. frames / chowkhats of size 7"x2" or 4- 1/2x3" for door using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing.	790	450.00	Rft	355,500.00
6	P/F G.I. frames / chowkhats of size 7"x2" or 4- 1/2x3" for windows using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing.	168	450.00	Rft	75,600.00

	S/F in position Aluminium channels framing for sliding windows & ventilators of Alcop				
7	made with 5 mm thick tinted glass glazing (Belgium) & Aluminium fly screen including handles stoppers and lolcking arrangement etc complete (b) Deluxe model (Bronze).	1224	2400.00	Sft	2,937,600.00
	S/F in position Aluminium channels framing				
8	for sliding doors of Alcop made with 5 mm thick tinted glass glazing (Belgium) & Aluminium fly screen including handles stoppers and lolcking arrangement etc complete (b) Deluxe model (Bronze).	96	2400.00	Sft	230,40.00
9	Cement plaster (1:4) upto 12' height 3/4" thick.(Only for block masonary)	45035	70.00	Sft	3152450.00
10	P/F 3/8" thick marble tiles of approved quality and colour and shade size 8"x4" / 6"x4" in dado skirting and facing removal / tucking of existng plaster surface etc, Over 1/2" thick base of cement mortar 1:3 setting of tiles in slurry of white cement slurry, currint finishing cleaning and polishing etc complete.	1186	350.00	Sft	415,100.00
	Actual Total: 1258, Deduction: 72 Net Quantity: 1186				
	Laying floor of approved coloured glazed tiles				
11	1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2	851	550.00	Sft	468,100.00
12	Glazed tile dado 1/4" thick laid in pigment over 1:2 cement sand mortar 3/4" thick i/c finishing. Actual Total: 2094, Deduction: 192 Net Quantity: 1902	1902	550.00	Sft	1046100.00
13	Providing and laying tiles glazed 6" x 6" 1/4" on floor or wall facing in required colour & pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polosh etc. complete i/c cutting tiles to proper profile.	2079	550.00	Sft	1143,450.00
14	RCC Spout i/c fixing in position 2-1/2" x 6" x 5".	20	1,000.00	Nos.	20,000.00
15	P/F in position door and windows and vantilator for first class deodar wood frame 1- 3/4" thick commercial ply veneer shutters of first class deadar skeleton (H.allow) and commercial ply wood (3ply) on both sites i/c hold fasts, hignes iron tower bolts handles and cleats with cord and one moritice lock and hooks. (Only shutter)	535	1,200.00	Sft	642,000.00
16	First class deodar wood wrought joinery in doors & windows etc, fixed in position including chowkats hold fasts hinges, iron tower bolts chocks cleats handles cords with hook 1-3/4" thick. (Only shutter)	150	1,200.00	Sft	180,000.00
17	P/F with sunk iron screws wooden Architrave approved design / shape having width not less than 2-1/2" as directed by Engineer Incharge	700	90.00	Sft	63,000.00

	Providing and fixing iron steel grill using solid				
	square bars of size 1/2" x 1/2" places at 4"				
	including and frameof flate iron patti of 2/4" x				
18	2/4" including circle shape at 1-0 apart	253	900.00	Sft	227,700.00
	equivalent fitted with screws are pins including				
	painting three coats with 1st coat of red oxide				
	paint etc.				
10	M/F Notice board made with cement sand on	204	110.00	64	42240.00
19	walls	384	110.00	Sft	42240.00
	P/L 2" thick topping c.c.i/ surface finishing &				
20	dividing into the panells ratio 1:2:4.	19646	110.00	66	2051060.00
20	Actual Total: 19060, Deduction: 414	18646	110.00	Sft	2051060.00
	Net Quantity: 18646				
	Two coat of bitumen laid hout using 34 lbs				
	%Sft over roof and blinded with sand at one				
21	Cft per %Sft	18376	60.00	Sft	1102560.00
21	Actual Total: 18646, Deduction: 270	10570	00.00	511	1102500.00
	Net Quantity: 18376				
	P/L 3" thick topping c.c.i/ surface finishing &				
22		484	125.00	Sft	60,500.00
	dividing into the panells ratio 1:2:4.				
	Providing Anti Termmite treatment by				
	spraying / sprinking / spreading Neptachlar				
	0.5% Emulsion as an overall pre construction				
• •	treatment in slab type construction under the		<b>27</b> 00	~ ^	
23	slab and along attached perches or entrances	15211	35.00	Sft	532,385.00
	etc, complete as per direction of Engineer				
	Incharge				
	Actual Total: 18251, Deduction: 3040				
	Net Quantity: 15211				
	Providing Anti Termmite treatment by				
	spraying Neptachlar 0.5% Emulsion as an over				
	all pre construction treatment in slab type				
24	construction under the slab and along external	1902	35.00	Sft	66,570.00
	foundation trenches of the building over				
	complete primter of the foundation tench etc as				
	per direction of Engineer Incharge				
25	Primary coat of chalk under distemper	14400	55.00	Sft	792,000.00
26	Distempering three coats.	14400	85.00	Sft	1224,000.00
27	Extra labour for Block Masonary	1089	35.00	Sft	38,115.00
28	Extra labour for plaster	6755	65.00	Sft	439,075.00
_0	Preparing the surface and painting with matt	0,00	00.00	~	,070.00
	finish i/c rubbing the surface with bathy				
	(silicon carbide rubbing brick) filling the voids				
	with zink / chalk / plaster of paris mixtures,				
	applying first coat premix, making the surface				
29	smooth and then painting 3 coats with matt	25685	150.00	Sft	3852,750.00
	· -				
	finishing of approved make etc complete (new				
	surface three coats)				
	Actual Total: 28470, Deduction: 2785				
	Net Quantity: 25685				
	Preparing the surface and painting with				
	weather coat i/c rubbing the surface with				
	e				1
	rubbing brick / sand Paper, filling the voids				
30	rubbing brick / sand Paper, filling the voids with chalk / plastrer of paris and then painting	10813	160.00	Sft	1730 080 00
30	rubbing brick / sand Paper, filling the voids	10813	160.00	Sft	1730,080.00
30	rubbing brick / sand Paper, filling the voids with chalk / plastrer of paris and then painting with weather coat of approved make three coats	10813	160.00	Sft	1730,080.00
30	rubbing brick / sand Paper, filling the voids with chalk / plastrer of paris and then painting with weather coat of approved make three	10813	160.00	Sft	1730,080.00

	Total amo				
	i/c P	t in Rs.			
	Add Premium	%	Above / Blow	on S.I	
		7	Fotal Amoun	t in Rs.	59,129,455.00
34	P/F Aluminium expanded metal 3/32-20 Gauge fixed to chowkats with 3/4 deodar strips & screws	1102	1400.00	Sft	1542,800.00
33	Painting doors & windows any type new surface three coats.	2005	250.00	Sft	501,250.00
32	P/F ornamental cement jalli 2" thick ratio 1:2:4 without steel	56	250.00	Sft	14,000.00
31	Preparing the surface and applying rock wall / shield (Natural wall texture) coating to provide durable crust to wall, thickness b/w 2mm to 32mm (1/8") with acrylic co-polymer emulsion, selected marble chips, adhesive and bactericdes, water resistance and fire and termite resistance (Upto 20'-0" height	720	130.00	Sft	93,600.00

Sr.#	Particulars	Approx. Qty.	Rate Unit	Amount (Rs.)
A - II	CIVIL WORKS (Non-Scheduled Items)			
35	P/L floor for marble tiles of botesina Verona or badal block size 12" x 12" fine dressed on the surface without winding set in white cement laid over 1" thick bed of 1:2 one lime two sand setting the tiles with grey cement slurry. Jointing and washing the tiles with sulrry of white cement and pigment to match the colur of the tiles i/c curing, grinding, rubbing and chemical polishing etc complete i/c cutting tiles to proper profile (R.A).	10600	Sft	
36	P/L Porcelain tiles glazed & polished 16"x16"x5/16" on floor or wall facing in required colour & patterns in white cement & pigment over a base of 1:2 gray C.M. 3/4" thick i/c washing & filling joints with slurry of whits cement & pigment in desired shape with finishing, cleanning & coast of wax polish i/c cutting tiles toproper profile.	2950	Sft	
37	P/L Steps of Verona marble tiles of size 36" x 12" x 3/4" fine dressed on the surface without winding set in white cement laid over 3/4" thick bed of 1:2 grey C.M setting the tiles with grey cement slurry. Jointing and washing the tiles with sulrry of white cement and pigment to match the colur of the tiles i/c curing, grinding, rubbing and chemical polishing etc complete i/c cutting tiles to proper profile.	240	Sft	
38	Providing & Fixing stainless steel grill with 1-1/4" dia and 3'-0" feet height S.S top rail & 1/2" dia S.S pipe in vertical in desired shape & design.	50	Rft	
39	P/L American / Danka grass over a bed of 12" thick used sweet earth the same i/c laying on sweet earth in required grade compaction using manure / urea watering. The rate also i/c watering and maintaining of grass etc. Actual Total: 2964, Deduction: 270 Net Quantity: 2694	2694	Sft	
		Tot	al Amount in Rs.	
	Total amount in	words		

Sr. #	Particulars	Approx. Qty.	Rate	Unit	Amount (Rs.)
В	SANITARY WORKS (Non-Scheduled Items)				
1	P/F squating type white glazed earthe were W.C.pan 23" with low level flushing cistern 3 gallons capacity (ICL IFC design) i/c making requisite No of holes in walls plinth and floor and making good as finished originality also i/c the cost of C.I. trap and C.I. thumble	10		Nos.	
2	Providing & fixing European white glazed earthen ware wash down w.c pan complete with and I/c the cost of white/black plastic seat (Best Quality ) and laid with c.P brass hinges best quality and buffers, 3 gallons white glazed earthen were low level foushing cistern with siphon fitting 1-1/2" dia white porcelain enameled flush bend 3/4" dia and making requisite number of holes in walls, plinth and floor for pipe connections and making good in cement concrete 1:2:4 (Foreign Quality)	02		Nos.	
3	P/F 24" x 18" lavatory basin in white clour glazed earth ware (ICL IFC) design with & i/c the cost of all finishing accessories 1-1/2" dia rubber plug, chrome plated brass chain 1-1/4" dia malleable iron or brass unions earthen ware pedestal of matching colour of similar making also i/c the cost of making holes in plinth floor wall etc and making good as dinisheed originality	10		Nos.	
4	Add extra for labour for providing & fixing of earthen ware Pedestal white or coloured glazed. (Standard Pattern)	10		Nos.	
5	P/F 6" x 2" or 6" x 3" C.I. Floor Trap of the approved self cleaning design with C.I. screwed down grating with or without a vent arm complete with & i/c making requisite number of holes in walls, plinth & floor pipe connections & making good in cement concrete 1:2:4	15		Nos.	
6	P/F chrome plated brass tower rail complete with brackets fixing on wooden cleats with 1" long C.P.brass scrfews (b) superior pattern (P/7-1,b)	3		Nos.	
7	P/Fixing 24" x 18" bavelled edge mirror of belgium glass complete with 1/8" thick hard board and c.p screws fixed to wooden cleat. (Standard Pattern)	10		Nos.	
8	P/F Handle Valve (China).				
a.	1/2" dia	10		Nos.	
b.	1" dia	10		Nos.	
с.	1-1/4" dia	10		Nos.	
9	S/Fixing soap tray of made plastic of Superior quality and design with fine finishing with c.p screws etc. complete.	03		Nos.	
10	Construction of Manhole or Inspection chamber for the required dia of circular sewer & 3'- 6" depth with walls B.B in cement sand mortar 1:3, cement plastered 1:3, 1/2" thick, inside of walls & 1" thick over benching & channel i/c R.C.C. manhole cover etc complete in all respect complete i/c angle iron frame all respect complete	08		Nos.	

				]
1	Providing chambers 15" x 9" (inside dimensions) x			
1	24" deep for house meters with 6" thick c.c.1:3:6			
	block set on 1:6 cement mortor 6" thick c.c.1:4:8 in			
	foundation 1/2" thick cement plaster 1:3 C.M.to all			
11	inside wall surface and to top 1" thick c.c.1:2:4	09	Nos.	
	flooring complete with hinged cast iron cover and			
	frame 15" x 9" inside clear opening wt 1" Qr etc			
	fixed in c.c.1:2:4 i/c curing excavation back filling			
	÷ •			
	& disposal of earth etc complete			
12	S/Fixing cancelled Stop cock of superior quality	22	Nos.	
	with crystal head 1/2" dia.			
13	P/F Long bib cock of superior crystal head with	10	Nos.	
10	c.p.head 1/2" dia	10	1105.	
14	S/F in position C.P.bib cock 1/2" dia			
a.	1/2" dia	04	Nos.	
b.	3/4" dia	03	Nos.	
0.		05	1105.	
15	P/F Jet shower with rod of superior quality with	02	Nos.	
	C.P.head 1/2" dia			
16	P/F swan type piller cock of superior quality single	10	Nos.	
10	C.P.head 1/2" dia.	10	1105.	
	S/F Fiber Glass Tank of approved quality & design			
	& wall thickness as specified i/c cost of nuts bolts			
17	& fixing in plateform of C.C.1:3:6 & making	01	No.	
	connections for inlet & over flow pipe etc complete	-		
	(250 gallons).			
	Providing & fixing steel sinks stainless local make			
	complete with cast iron or wraught iron brackets 6			
	inches built in wall, 1-1/2" c.p bubber plug chrome			
10	plated brass chain, 1-1/2" c.p brass waste, with 1-	0.1	<b>N</b> T	
18	1/2" P.V.C. waste pipe & making requisite number	01	No.	
	of holes in wall & plinth & floor for pipe			
	connection & making good in cement concrete 1 :			
	2: 4. (b) Steel sink stainless sized 36" x 18" local			
	make (Standard Pattern.)			
10	S/Fixing C.P.Muslim Shower with double Bib cock	00	ЪT	
19	7 ring pipe etc complete (P/19,S.I.19)	02	Nos.	
	P/F "U" PVC Pipe (PAK ARAB or equivalent)			
	Schedule 40 on surface and digging the trenches to			
	required depth not less than 12" and fixing in			
20	position in/c cutting fitting and jointing using			
	approved solvent (AGM or equivalent) etc			
	complete. This rate also in/c all kind of labour,			
	material, cartage etc as approved by Engineer			
	Incharge. (R.A)			
a.	4" dia	250	Rft	
b.	6" dia	150	Rft	
	P/F "U" P.V.C. tee 4" dia i/c fitting joing with			
21	special "U" PVC ceme3nt soulation as approved	05	Nos.	
<i>2</i> 1	and directed by D.I.Charge (R.A).	05	1103.	
22	P/F "U" P.V.C. Elbow 4" dia i/c fitting joing with	05	ЪT	
22	special "U" PVC ceme3nt soulation as approved	05	Nos.	
	and directed by D.I.Charge (R.A).			
	P/F "U" P.V.C. Socket 4" dia i/c fitting joing with			
23	special "U" PVC ceme3nt soulation as approved	05	Nos.	
	and directed by D.I.Charge (R.A).			

	Total amount in w	ords		
		Total Ar	nount in Rs.	
32	S/F water pumping set 1 H.P.with 1400 RPM singlew phase 220 volts 2" x 1.5" x1.5.	01	No.	
с.	1" dia	25	Rft	
b.	3/4" dia	25	Rft Dû	
a.	1/2" dia	25	Rft	
31	P/F P.V.C. Tee of schedule 40 in/c fitting etc completeas directed by D.O.Charge (R.A).	25	D.C.	
с.	1" dia	25	Rft	
b.	3/4" dia	25	Rft	
a.	1/2" dia	25	Rft	
30	P/F P.V.C. clamp of schedule 40 in/c fitting etc completeas directed by D.O.Charge (R.A).			
с.	1" dia	25	Rft	
b.	3/4" dia	25	Rft	
a.	1/2" dia	25	Rft	
29	P/F P.V.C. Union of schedule 40 in/c fitting etc completeas directed by D.O.Charge (R.A).			
с.	1" dia	25	Rft	
b.	3/4" dia	25	Rft	
a.	1/2" dia	25	Rft	
28	P/F P.V.C. Elbow of schedule 40 in/c fitting etc completeas directed by D.O.Charge (R.A).			
с.	1" dia	25	Rft	
b.	3/4" dia	25	Rft	
a.	1/2" dia	25	Rft	
27	completeas directed by D.O.Charge (R.A).			
	P/F P.V.C. Socket of schedule 40 in/c fitting etc	150		
<u>с.</u>	1" dia	150	Rft	
<u>a.</u> b.	3/4" dia	200	Rft	
20 a.	festing with water to pressure head of 200 ft and handling etc complete. (R.A)	200	Rft	
26	P/F P.V.C Nepro make of Schedule 40 in/c cutting fitting complete in/c the cost of breaking through walls and roof and making good with c.c.and			
25	P/F "U" P.V.C. "Y" tee 4" dia i/c fitting joing with special "U" PVC ceme3nt soulation as approved and directed by D.I.Charge (R.A).	05	Nos.	
24	P/F "U" P.V.C. cross 4" dia i/c fitting joing with special "U" PVC ceme3nt soulation as approved and directed by D.I.Charge (R.A).	05	Nos.	

Sr. #	Particulars	Approx. Qty.	Rate	Unit	Amount (Rs.)
С	Electrical Works (Scheduled Items)				
1	Covered Area	15200	450.00	Sft	6,840,000.00
	(C) Total Amount in Rs. 6,840,000.0				6,840,000.00
	Add Premium	% A	bove / Blow	on S.I	
	i/c Premiu	ım: (C) To	tal Amoun	t in Rs.	
	Total amoun	nt in words			

# **Special Notes:**

- Brand names are mentioned only for as example / understanding / clarification of items quality. Equivalent or better quality may be quoted.
- The bid/offer will be evaluated on complete Lot / Group / Package / Project Basis.
- Bid(s)/Proposal(s) for partial / limited item(s) shall not be considered and rejected.

# Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

# ABSTRACT / SUMMARY (Must be printed on Company's Letterhead)

	Descriptions	Estimated Cost (Rs.)	Premium % Above / Blow on S.I	i/c Premium: Total Amount (Rs.)	
A - I	Civil Works (Scheduled Items)	59,129,455.00	%		
A – II	Civil Works (Non -Scheduled Items)		X		
В	Water Supply & Sanitary Works (Non -Scheduled Items)		Х		
С	Electrical Works		Х		
	Grand Total				
	TOTAL AMOUNT IN WORDS				

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

# **Bank Guarantee (Format)**

# For Bid Security / Earnest Money

Bank Guarantee No.:	
Dated of issue:	
Valid upto:	
Value (Rs.):	

#### The Chief Executive Officer,

Center for Autism Rehabilitation and Training, Sindh (C-ARTS) Karachi

Dear Madam / Sir

WHEREAS M/s. \_\_\_\_\_\_ (hereinafter called the Bidder) have requested us through \_\_\_\_\_\_ Bank Ltd., to furnish Bid Security / Earnest Money by way of Bank Guarantee in your favor in the sum of \_\_\_\_\_\_ (IN FIGURE) \_\_\_\_\_\_ (IN WORDS) against your tender IFB/NIT No. C-ARTS/PD/2022-23/\_\_\_ dated: \_\_\_\_, 2023 for Execution of Civil Works at Center for Autism Rehabilitation and Training, Sindh at Korangi 2<sup>1</sup>/<sub>2</sub>, Karachi (Ref: No. C-ARTS/PD/2022-23/\_\_\_)

#### WE HEREBY AGREE AND UNDERTAKE:

- b) To make unconditional payment \_\_\_\_\_\_ to you on demand without further question or reference to the Bidder in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Bidder from the date of opening of bids until the expiry of the validity of their offer.
- c) To keep this guarantee in full force from (date) \_\_\_\_\_ up to \_\_\_\_\_ (date) \_\_\_\_\_ the date until which the Bidder offer is valid.
- d) To extend the period of guarantee if such extension be necessary beyond the date stated in Para (ii) and as so desired by the Bidder.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank: \_\_\_\_\_\_Authorized officer's Signature & Seal: \_\_\_\_\_\_

# **Bank Guarantee (Format)**

# For Performance Security / Bond

Bank Guarantee No.:	
Dated of issue:	
Valid upto:	
Value (Rs.):	

#### The Chief Executive Officer,

Center for Autism Rehabilitation and Training, Sindh (C-ARTS) Karachi

Dear Madam / Sir

WHEREAS M/s. \_\_\_\_\_\_ (hereinafter called the Bidder) has undertaken, in pursuance of Contract IFB/NIT No. C-ARTS/PD/2022-23/\_\_\_ dated: \_\_\_\_, 2023 for Execution of Civil Works at Center for Autism Rehabilitation and Training, Sindh at Korangi 2 <sup>1</sup>/<sub>2</sub>, Karachi (Ref: No. C-ARTS/PD/2022-23/\_\_\_)

#### WE HEREBY AGREE AND UNDERTAKE:

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Center for Autism Rehabilitation and Training - Sindh with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as Security for compliance with the Bidder's performance obligations in accordance with the Contract.

And whereas we have agreed to provide a Guarantee: for the said Bidder

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, 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 Bidder to be in default under the Contract and without requiring the Center for Autism Rehabilitation and Training - Sindh to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of **[Amount of Guarantee]** as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

Yours faithfully,

Name of the Bank: \_\_\_\_\_\_ Authorized officer's Signature & Seal: \_\_\_\_\_

# Price Schedule / Quoting of Rates / Financial Offer (Format)

(Must be printed on Company's Letterhead)

Item No.	Item Detail / Description / Specification	Model / Cat No.	Name of Manufacturer	Country of Origin	Approx. Req. Qty.	Unit	Rate Per Unit i/c all taxes (Rs.)	Total Price i/c all taxes (Rs.)
1	2	3	4	5	6	7	8	9
	Total Amount (Rs.)							
						Total A	Amount (Rs.)	

Authorized Signature [In full and initials]: Name and Title of Authorized Signatory: Name of Bidder: Stamp / Seal:

CENTER FOR AUTISM REHABILITATION AND TRAINING, SINDH

# **Declaration of Annual Turnover and Income Tax Return**

(Must be printed on Company's Letterhead)

Dated:\_\_\_\_\_

# The Chief Executive Officer,

Center for Autism Rehabilitation and Training, Sindh (C-ARTS) Karachi

Ref: IFB/NIT No. C-ARTS/PD/2022-23/\_\_\_\_ for Execution of Civil Works at Center for Autism Rehabilitation and Training, Sindh at Korangi 2 <sup>1</sup>/<sub>2</sub>, Karachi (Ref: No. C-ARTS/PD/2022-23/\_\_\_)

Dear Madam / Sir

I/we hereby declare that, our firm's Annual Turnover is as follow:

Financial Year 2019-20	Financial Year 2020-21	Financial Year 2021-22
PKR	PKR	PKR

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last the 3 financial years i.e. 2019-20 & 2020-21 & 2021-22. Copies of Income Tax Return (ITR) and Audit Reports are attached for ready reference.

# Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

# **ANNEXURE - H**

# Valid List of Client's Detail

(Must be printed on Company's Letterhead)

Dated:\_\_\_\_\_

#### The Chief Executive Officer,

Center for Autism Rehabilitation and Training, Sindh (C-ARTS) Karachi

# Ref: IFB/NIT No. C-ARTS/PD/2022-23/\_\_\_\_ for Execution of Civil Works at Center for Autism Rehabilitation and Training, Sindh at Korangi 2 <sup>1</sup>/<sub>2</sub>, Karachi (Ref: No. C-ARTS/PD/2022-23/\_\_\_)

Dear Madam / Sir

I/we hereby mention following list of valid Clients details where our firm had provided services **during the last five (05) years**, supported by copy of agreements / contracts / work orders for your reference:

Sr. No.	Client Name	Nature of Client (Govt./ Semi Govt./ Bank / Embassy / Private Sector)	PO Amou nt (Rs.)	Financial Year	Total Contract / Project Value in PKR

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

# **Bidder Profile / Details**

(Must be printed on Company's Letterhead)

Dated:\_\_\_\_\_

1	Registered Company Name					
2	National Tax Number					
	(Attach documentary evidence)					
3	General Sales Tax Number					
	(Attach documentary evidence)					
4	Sindh Sales Tax Number					
	(Attach documentary evidence)					
5	Years of Operation of Company after its Registration					
	(Attach documentary evidence)					
6	Managerial Capability					
	i. Total no. of Permanent Staff					
	ii. Total No. of Contract / Project Staff					
	(Attach documentary evidence as Annexure)					
7	Assignment in hand (Presently)					
	(Attach documentary evidence as Annexure)					
8	Bank Name and Branch					
9	Bank Account Number					
10	Additional Professional Registration Details (if any):					
11	Physical Address					
12	Postal Address					
13	Telephone Number					
14	Fax Number					
15	E-mail Address					
16	Blacklisting / Complaint / Litigation against the firm					
	(By any govt. or other org. if any)					
17	Name & Address of the companies / subsidiaries and					
	associated companies, if any, with whom there is					
	collaboration or joint venture					
18	Whether pay order, for the requisite Bid Security					
	enclosed? (Yes / No)					
19	Any other relevant detail					

Authorized Signature [In full and initials]: Name and Title of Authorized Signatory: Name of Bidder: Stamp / Seal:

# Affidavit

(Must be printed on Stamp Paper of Rs. 100/-)

We, M/s.	hereby undertake that:				
i.	Our company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government Organization.				
ii.	Any director or owner of our company is not awarded any punishment from any Court of Law.				
iii.	We have submitted the correct and complete information along with our bid/offer.				
iv.	If any document / information is found forged / engineered / false / fake / bogus at any stage OR any criminal proceedings found in any court of law during the contract period C-ARTS has right to terminate our services immediately without assigning any reason and making any refund or payment and we may be declared as Blacklisted and the performance guarantee and payment, if any may be forfeited.				
M/s					
Contact Po	erson:				
Address: _					
Tel	Mobile Fax No.				

Email Address: \_\_\_\_\_

Signature:	 Date:
0	

Agency's Seal:

# ATTESTED BY NOTARY PUBLIC

Dated: \_\_\_\_\_

# **INTEGRITY PACT**

(Must be printed on Company's Letterhead)

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

Contract Number:	
Contract Value:	
Contract Title:	

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

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

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

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

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

[Procuring Agency]

[Supplier /Contractor/Consultant]

# Form of Contract

(Specimen Only)

 THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2021 between Center for Autism

 Rehabilitation and Training - Sindh of Islamic Republic of Pakistan (hereinafter called "the

 Procuring Agency") of the one part and \_\_\_\_\_\_ [Name of Bidder] \_\_\_\_\_\_ of \_\_\_\_\_

 [city and country of Bidder]

 (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Bidder for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as partof this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Agency's Notification of Award.

2. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signature of Contractor/Authorized Representative	Signature of Authorized Officer of C-ARTS
Name:	Name:
Designation:	Designation:
Address:	Address:
Seal:	Seal:
WITNESSES:	WITNESSES:
Name:	Name:
CNIC:	CNIC:
Address:	Address: