

CENTER FOR AUTISM REHABILITATION AND TRAINING, SINDH (C-ARTS)



BIDDING DOCUMENT

Single Stage – One Envelope bidding procedure Under Rule 46(1) of SPP Rule 2010 (Updated March 2022 / till to date)

IFB/NIT No. CARTS/PD/2023-24/03.

Dated: 30th October, 2023

Procurement of 30KVA Diesel Generator Set

(with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture. for Center of Autism Rehabilitation & Training Center

at

Korangi 2 1/2, Karachi

Ref: No. CARTS/PD/2023-24/03



ST-31, Block-15, Gulistan-e-Jauhar, Karachi Ph # +92 21 9924 9621 Email: ops.c.arts@gmail.com URL: www.c-art.org.pk

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Invitation for Bid (IFB) / Notice Inviting Tender (NIT)

No. C-ARTS/PD/2023-24/03. Dated 30-10-2023

Center for Autism Rehabilitation and Training, Sindh (C-ARTS), Karachi invites the following Bid(s) from well reputed Manufacturer / Importer / Distributor / Contractors / 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/2023-24/ 03.	Procurement of 30KVA Diesel Generator Set (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture.	Single Stage - One Envelopes Rule 46(1)
Tender Fee		Rs. 2,500/- (Rupees two thousand five hundred	d only) Non-Refundable
Bid Security		2.5% of the total bid value.	
Last date for Tender Purchasing		From the date of publishing to 17 th November, 2023 by 12:00 Noon.	
Deadline for Submission of Bids		17 th November, 2023 up to 03:45 p.m.	
Bid Opening Date & Time		17 th November, 2023 at 04:00 p.m.	

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. 2,500/- (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 (www.ppms.pprasindh.gov.pk) & Center for Autism Rehabilitation and Training, Sindh (www.c-art.org.pk), in this situation, bidder is required to enclose Pay Order / Demand Draft / CDR of tender fee (Rs. 2,500/-) 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: ops.c.arts@gmail.com

DR. SYED MUHAMMAD IDREES

Chief Executive Officer / Chairman (PC.)

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 (C-ARTS) intends to procure the best quality of **30KVA Diesel Generator Set** (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture on competitive rates from well reputed Manufacturer or their Authorized Distributors / Importers / Sole Agent / Service Providers / Vendors / Bidders registered with FBR for Income Tax and for Sales Tax with SRB and Pakistan Engineering Council (PEC).
- 1.2.2 Bidding shall be conducted under Rules 46 (1) "Single Stage One Envelope" 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 document.
- 1.2.3 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 (C-ARTS) has allocated funds towards the cost for Procurement of **30KVA Diesel Generator Set** (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture.

2. Eligible Bidders:

The bid which meets the following minimum **ELIGIBILITY CRITERIA** (**MANDATORY REQUIREMENTS**) would be declared responsive for further evaluation as per the Evaluation Criteria specified in this bidding document. Verifiable documentary proof for all following requirements is a mandatory requirement, noncompliance will lead to disqualification.

- 2.1 Original Tender Purchase Receipt / Pay Order of Tender Fee.
- 2.2 Bidder shall complete all the terms & conditions of this Bidding Document.
- 2.3 Bidder able to enclose the documents as per clause 14 of this bidding document.
- 2.4 Bidder should be based in Karachi or should have a branch in Karachi. Office details at Karachi and all provincial headquarters (if any) with Phone Numbers / Addresses.
- 2.5 Copy of CNIC of signatory of the Bid Forms.
- 2.6 Bidder must be available on **List of Active Tax Payers of FBR website** (for Income Tax).
- 2.7 Bidder must be available on **List of Active Tax Payers of SRB website** (for Sales Tax).
- 2.8 Minimum 03 years' of experience of providing similar Services within Sindh Province, in Public and Private Sector Institutes / Universities / Government / Semi-Government organizations / banks / embassy (supported with purchase order / contract award / contract agreement / satisfactory performance certificate).
- 2.9 Average annual turnover in preceding 3 financial years should not be less than "mentioned in bid evaluation criteria" demonstrated through annual income tax returns.
- 2.10 Conformity with required terms and conditions of Scope / Technical Specification given in the Tender Document.
- 2.11 Bidder must read all the contents of IFB/NIT as well as Bidding Document and understand all the requirements.

- 2.12 Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
- 2.13 There should not be any over-writing, double writing, crossed, additional conditions.
- 2.14 Rates are to be quoted clearly in digits as well as in words.
- 2.15 Each document/paper submitted by the bidder shall be signed and stamped by the bidder on the face of document.
- 2.16 Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Proposal accordingly.
- 2.17 Bid shall be submitted in accordance with Single Stage One Envelope Procedure Basis.
- 2.18 Joint Venture or Consortium Bids, 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 shall be treated as rejected / non-responsive.

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 (www.ppms.pprasindh.gov.pk) and Center for Autism Rehabilitation and Training, Sindh (C-ARTS) (www.c-art.prg.pk), in this situation, bidder is required to enclose Pay Order / Demand Draft / CDR of tender fee (Rs. 2,500/-) with their bid, which must be issued in favor of Center for Autism Rehabilitation and Training, Sindh (C-ARTS) by a scheduled bank within the tender purchasing dates.

4. Bidding Procedure:

4.1 Bidding shall be conducted under Rules 46 (1) "Single Stage – One Envelope" 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/bidder 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:

A prospective company/bidder 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 **Annexure-C**.
- 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 (C-ARTS), Karachi 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 Proposal. No interest will be paid on Bid Security.
- 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.
- 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 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.
- 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).
- 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 (1) Single Stage— One Envelope Procedure Basis of SPPRA Rule 2010 (Updated March 2022 / till to date).
- 15.2 Sealed bids/offers in single envelope (financial proposal with all required supporting documents) to be dropped in the tender box placed at the Committee Room, Center for Autism Rehabilitation and Training, Sindh, ST-31, Block-15, Gulistan-e-Jauhar, Karachi no later than the time and date specified in the Bid Data Sheet. The sealed bids/offers may also submit by mail, addressed to the **Chief Executive Officer** on above address, however, under any circumstances, whatsoever, the sealed bids/offers shall be reached before the deadline for submission of bid.
- 15.3 Opened or e-mailed or faxed or telexed bids will not be accepted.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 In case of discrepancies between the 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 15.2 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 Bids at the date, time and place given in the Bid Data Sheet in the presence of bidder's representatives, if they wish to present at the time of opening of bids.
- 17.2 The name of bidders, bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of Sealed Bids opening process.
- 17.3 In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.

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 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 / Earnest Money 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.
- 18.10 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.

1	Legal Requirements (Mandatory)	Yes/No	
1.1	Bid Form		
1.2	Original Tender Purchase Receipt / Pay Order of Tender Fee		
1.3	Taxation Certificate (NTN and GST)		
1.4	Affidavit on Stamp Paper of Rs. 100/- that: - Bidder is not involved in any litigation with the Public / Private Sector University / Institute / Government / Semi Government Organization (Provincial / Federal / Local). - Bidder is not black listed by any Public / Private Sector University / Government / Semi Government Organization (Provincial/Federal / Local).		
1.5	The bidder must submit the Manufacturer / Principal / Importer Authorization Letter, verifiable on the name of bidder. Allowing them to participate in the tender (where applicable)		

S. #	CRITERIA / PARAMETERS / SUB-PARAMETERS	Maximum Marks
2.	Product Conformity with Technical Specifications	Max. 30
	Product will be evaluated on the basis of sample(s) submitted by the bidder	
	(applicable if technical data / brochure was not available to evaluate the	
	offer)	
2.1	Conforming Technical Specifications of the goods	30
2.2	Compliant with minor deviation subject to main utility / function is not	20
۷,۷	effected.	20
3.	Years of Establishment	Max. 05
3.1	Established during 2018-2021	02
3.2	Established during 2013-2017	03
3.3	Established during 2012 or early	05
4.	Similar Experience	Max. 18
	With Government / Semi Government / Large Private Hospitals / University	
	/ Institute / Organization	
	Clients from following Sectors during the last Five (5) Years:	
	Purchase Orders / Award of Contract from all such clients must be attached for	
	points. Point for each client as mentioned below Government / Semi Government clients	
4.1	(4 point for each client – upto 12 points max)	12
	Large Private Hospitals / University / Institute / Organization	
4.2	(3 point for each client – upto 06 points max)	06
5.	Bidder's Past Performance – During Last 5 Years	Max. 12
	Client's Satisfactory Performance Certificate for providing the Similar Supplies /	Max. 12
	Services, issued by Public and Private Sector Institutes / Universities and/or Govt. /	
5.1	Semi Govt. organizations and/or large National / Multi- National organizations /	
	banks / embassy.	
	04 points for each certificate (Maximum 12 marks)	
6.	Bidder's Networking Setup	Max. 05
	(Credible documentary evidence must be provided)	
6.1	Head Office with Workshop (Maintenance & Repair Facility) at Karachi	05
6.2	Regional Office with Workshop (Maintenance & Repair Facility) at Karachi	02
7.	Technical Human Resource	Max. 05
	(Credible documentary evidence must be provided)	
7.1	Graduate Mechanical / Electrical Engineer (2 point for each – upto 06 points max)	04
	Simple Technicians	
7.2	(01 points max)	01
8.	Delivery + Work Completion Schedule	Max. 15
8.1	Ready Stock + < 15 Days Work Completion	15
8.2	< 15 Days + < 15 Days Work Completion	7.5
8.3	> 15 Days + > 15 Days Work Completion	00
5.5	Average Annual Turnover during last three (03) financial years	
9.	(Audited Statements of Accounts and Income Tax Return Forms must be	Max. 10
	attached as supporting documents)	
9.1	Above PKR 50 million	10
9.2	Above PKR 25 million	7.5
9.3	Above PKR 10 million	05
9.4	Below PKR 10 million	00
	TOTAL POINTS / MARKS	100
	TUTAL PUINTS / WAKKS	100

19. 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 = 85×0.75

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 \div 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.

20. Rejection/Acceptance of the Bid:

- 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-ARTA; 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.

21. 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.

22. Compliance Certificate:

22.1 The company should agree with the terms and conditions as mentioned in **Annexure** - **B**.

23. 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).

24. 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.

25. Procuring Agency's Right To Vary Quantities:

- 25.1 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.

26. 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** – **C** 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.

27. 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.

28. 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.

29. Period of Contract:

29.1 A Contract will be signed with the 'most advantageous bidder' for the "Procurement of 30KVA Diesel Generator Set (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture" which will be valid till the warranty period or to cover the standard/offered warranty period.

30. 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 (29.1).
- 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 Service Provider may rephrase any clause, article or chapter with the consent of the C-ARTS for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the C-ARTS.
- 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.

31. 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 (C-ARTS), Karachi 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.

32. Cancelation of Contract:

32.1 If the 'most advantageous bidder' fails to provide the satisfactory services, 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.

33. 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 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.

34. 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.

35. 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.

36. 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.

37. 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).

38. 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.

39. Applicable Law:

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

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), Karachi (C-ARTS)		
2.	Name of Contract:	Procurement of 30KVA Diesel Generator Set (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture.		
3.	Tender Reference No.	No. C-ARTS/PD/2023-24/ 03.		
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 Pakistani Rupee on DDP Basis.		
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 17 th November, 2023 by 12:00 Noon.		
11.	Deadline of bid submission	Date: 17 th November, 2023 Time: 03:45 pm.		
12.	Date, Time and Place of Bid opening:	Date: 17 th November, 2023 Time: 04:00 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.	Period of Contract:	A Contract will be signed with the 'most advantageous bidder' for the "Procurement of 30KVA Diesel Generator Set (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture" which will be valid till the warranty period or to cover the standard/offered warranty period.		

SAMPLE FORMS

ANNEXURE – A

Dated:_____

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 "Procurement of 30KVA Diesel Generator Set (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture" in accordance with your IFB / NIT / Tender Document No. C-ARTS/PD/2023-24/dated, 2023 and our technical proposal. Proposal including technical details and required documents is attached for the Sum of (insert amount in figures and amount in words) 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:
Stamp / Seal:

GENERAL COMPLIANCE CERTIFICATE

(Must be printed on company's letterhead)

	Dated:
Cente	Chief Executive Officer, or for Autism Rehabilitation and Training, Sindh (C-ARTS)
Karac	Chi
Ref:	IFB/NIT Ref: No. C-ARTS/PD/2023-24/dated", 2023 for "Procurement of 30KVA Diesel Generator Set (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture".
Dear	Madam / Sir
my/ou	I/we carefully gone through the Terms & Conditions as mentioned in the above referred &R Tender Document. I/we declare that all the provisions of this Tender are acceptable to ar company. I /we further certify that I'm an authorized signatory of my company and am, fore, competent to make this declaration.
Autho	orized Signature [In full and initials]:
Name	e and Title of Authorized Signatory:
Name	e of Bidder:
Stamp	p / Seal:

Lot / Group / Lot / Package

30KVA Diesel Generator Set

(with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture.

Item #	Descriptions with Specifications / Requirement	Qty. Req.	Unit
1	30KVA DIESEL GENERATOR SET: Diesel Generator Set: Water cooled engine, rating 30kVA / 24kWe Prime, 33kVA / 26.4kW Standby, 1500 RPM, 400 Volts, 0.8 P.F, 50 Hz Packaged with radiator 50C complete with standard accessories and tools. - Model: - Engine: Perkins / Cummins or equivalent - Alternator: FG Wilson / Stamford / Leroy Somer Alternator (Imported) or equivalent - Speed Control Type: Electronically - Phase: 3 - System Voltage: 24 - Frequency: 50Hz - Engine Sped (RPM): 1500 - Controller Model: - with 1 Year/8000 Hour Warranty or more - Please clearly mention country of Origin for Engine / Alternator /	01	Set
2	Canopy. Sound Proof Canopy Local Made	01	Set
3	 Silencer Reduction noise level: 50 dB to 55 dB 25MM 4Core Cable: Providing, Laying, Testing and Commissioning of Mains / Sub-Main / Connection Lead with 25mm 3.5Core PVC insulated, PVC sheathed Copper Conductor Cable Complete (Approx. Length 25m) In all respects with Termination and Connection for the D.G Set to ATS over switch and ATS to Load Distributions. Pakistan Cable or Equivalent	25	Meters Approx.
4	 500 Liters Steel Tank for Diesel Storage Supply, Fabrication and Installation of Fuel (Diesel) Tank made of Steel. Having capacity of 500Liters with measuring scale (transparent pipe shape). To be installed / elevated with necessary arrangement above height of generator fuel tank. Along with installation and connection of G.I Pipe of suitable dia from D.G set with all accessories. 	01	No.

Special Notes:

- The Bid(s)/Proposal(s) shall be evaluated on Complete **Lot / Group / Package Basis** reflected in the Bill of Quantity / Schedule of Requirement.
- Bid(s)/Proposal(s) for partial / limited item(s) shall not be considered and **rejected**.
- Technical Data Sheet / Brochure must be provided.
- Authorization Letter from Manufacturer of Goods / Distributor / Importer / Agent must be provided (not applicable for goods available from open market and multiple sources).

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Bank Guarantee (Format)

For Bid Security / Earnest Money

	Bank Guarantee No.:
	Dated of issue:
	Valid upto:
	Value (Rs.):
Th	e Chief Executive Officer,
Ce	nter for Autism Rehabilitation and Training, Sindh (C-ARTS),
Ka	rachi
De	ar Sir
thr Gu W (" P : etc	HEREAS M/s (hereinafter called the Bidder) have requested using the sum of (IN FIGURE) (IN ORDS) against your tender IFB/NIT No. C-ARTS/PD/2023-24/dated:, 2023 for rocurement of 30KVA Diesel Generator Set (with Sound Proof Canopy / Fuel Tank / Cable about the sum of (IN FIGURE) (IN FIGURE) (IN FIGURE) (IN FIGURE) (IN FIGURE)
W]	E 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 or 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
ω,	(ii) and as so desired by the Bidder.
gua	y claim arising out of this guarantee must be lodged with this Bank within the period the arantee is valid and before the date of its expiry. After this date the guarantee will be considered and void and should be returned to us.
	Yours faithfully,
	Name of the Bank:
	Authorized officer's Signature & Seal:
	ramonzea officer a dignature & bear.

Bank Guarantee (Format)

For Performance Security / Bond

	Bank Guarantee No.:
	Dated of issue:
	Valid upto:
	Value (Rs.):
The Chief Executive Officer, Center for Autism Rehabilitatio Karachi	n and Training, Sindh (C-ARTS)
Dear Madam / Sir	
pursuance of Contract IFB "Procurement of 30KVA Dies	(hereinafter called the Bidder) has undertaken, in /NIT No. C-ARTS/PD/2023-24/ dated:, 2023 for sel Generator Set (with Sound Proof Canopy / Fuel Tank / Cables ection, Testing and Commissioning as per requirement of the
WE HEREBY AGREE AND	UNDERTAKE:
Autism Rehabilitation and Tr scheduled bank for the sum of	ated in the said Contract that the Bidder shall furnish to the Center for raining, Sindh (C-ARTS), Karachi with a Bank Guarantee by a 5% of the total Contract amount as Security for compliance with the as in accordance with the Contract.
And whereas we have agreed to	provide a Guarantee: for the said Bidder
of [Amount of the Guarantee written demand declaring the E Center for Autism Rehabilitation the Bidder and without cavil Guarantee] as aforesaid. The	onally and irrevocably guarantee, on behalf of the Bidder, up to a total in Words and Figures] and we undertake to pay you, upon your first Bidder to be in default under the Contract and without requiring the on and Training, Sindh (C-ARTS), Karachi to initiate action against or argument any sum or sums within the limits of [Amount of amount stated in the demand made under this guarantee shall be payable by the Guarantor under this guarantee.
	Yours faithfully,
N	ame of the Bank:
	uthorized officer's Signature & Seal:
	<u> </u>

Undertaking Certificate

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

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired security agency will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

M/s			
Contact Person:			
Address:			
Tel.	Mobile	Fax No	
Email Address:			
Signature:		Date:	

Page 22 of 28

Agency's Seal:

Declaration of Annual Turnover and Income Tax Return

(Must be printed on Company's Letterhead)

		Dated:		
The Executive Director, Center for Autism Rehabilit	ation and Training, Sindh (C-ARTS), Karachi		
30KVA Diesel Gen	IFB/NIT Ref: No. C-ARTS/PD/2023-24/ dated", 2023 for "Procurement of 30KVA Diesel Generator Set (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture"			
Dear Madam / Sir				
I/we hereby declare that, our firm's Annual Turnover is as follow:				
Financial Year 2020-21	Financial Year 2021-22	Financial Year 2022-23		
PKR	PKR	_ PKR		
And,				
——————————————————————————————————————		arns for last the 3 financial years i.e. (ITR) and Audit Reports are attached		
Authorized Signature [In fi	ıll and initials]:			

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Valid List of Client's Detail
(Must be printed on Company's Letterhead)

(Must be printed on Company's Letternead)						
		Officer, Abilitation and Training,	Sindh (C-A	ARTS)	Dated:_	
Ref:	IFB/NIT Ref: No. C-ARTS/PD/2023-24/ dated", 2023 for "Procurement of 30KVA Diesel Generator Set (with Sound Proof Canopy / Fuel Tank / Cables etc.) with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture"					
Dear	Madam / Sir					
		ention following list of st five (05) years, suppo				-
Sr. No.	Client Name	Nature of Client (Govt./ Semi Govt./ Bank / Embassy / Private Sector)	Starting Date	Completion Date	Total Contract / Project Value in PKR	Status (On Going / Completed)
Auth	orized Signature [In full and initials]:				
Name	e and Title of Auti	horized Signatory:				
Name	e of Bidder:					
Stamp / Seal:						

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	Workshop Address	
14	Telephone Number	
15	Fax Number	
16	E-mail Address	
17	Blacklisting / Complaint / Litigation against the firm	
	(By any govt. or other org. if any)	
18	Name & Address of the companies / subsidiaries and	
	associated companies, if any, with whom there is	
	collaboration or joint venture	
19	Whether pay order, for the requisite Bid Security	
	enclosed? (Yes / No)	
20	Pakistan Engineering Council (PEC) Registration No.	
	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	e, M/s		hereby undertake that:
i.		is neither blacklisted noncial and Federal Govern	or suspended by any National / International, ment Organization.
ii.	Any director or Law.	owner of our company is	s not awarded any punishment from any Court of
iii.	We have submi	tted the correct and comp	lete information along with our bid/offer.
iv.	stage OR any c C-ARTS has ri	riminal proceedings foun ght to terminate our serv	forged / engineered / false / fake / bogus at any ad in any court of law during the contract period, vices immediately without assigning any reason and we may be declared as Blacklisted and the
	performance gu	arantee and payment, if a	ny may be forfeited.
M/s			
Address	:		
			Fax No
Email A	ddress:		
Signatur	e:		Date:
Agency'	's Seal:		
			ATTESTED BY NOTARY PUBLIC
			ATTESTED DI NOTAKTI UDLIC

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:	Dated:
Contract Title:	
procurement of any co of Sindh (GoS) or an	ontractor/Consultant] hereby declares that it has not obtained or induced the intract, right, interest, privilege or other obligation or benefit from Government y administrative subdivision or agency thereof or any other entity owned or through any corrupt business practice.
represents and warrant to anyone and not give outside Pakistan eithe affiliate, agent, associa any commission, grati- or otherwise, with the privilege or other obli	generality of the foregoing, [Name of Supplier/ Contractor/ Consultant] is that it has fully declared the brokerage, commission, fees etc. paid or payable en or agreed to give and shall not give or agree to give to anyone within or redirectly or indirectly through any natural or juridical person, including its ate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, fication, bribe, finder's fee or kickback, whether described as consultation fee object of obtaining or inducing the procurement of a contract, right, interest, gation or benefit, in whatsoever form, from Procuring Agency (PA), except pressly declared pursuant hereto.
of all agreements and	ontractor/Consultant] certifies that it has made and will make full disclosure arrangements with all persons in respect of or related to the transaction with any action or will not take any action to circumvent the above declaration, anty.
making any false decla likely to defeat the p contract, right, interes shall, without prejudic	Contractor/Consultant] accepts full responsibility and strict liability for aration, not making full disclosure, misrepresenting facts or taking any action surpose of this declaration, representation and warranty. It agrees that any t, privilege or other obligation or benefit obtained or procured as aforesaid to any other right and remedies available to PA under any law, contract or obtained at the option of PA.
Supplier/Contractor/ account of its corrupt be to ten time the sum of of Supplier/Contract	rights and remedies exercised by PA in this regard, [Name of Consultant] agrees to indemnify PA for any loss or damage incurred by it on business practices and further pay compensation to PA in an amount equivalent any commission, gratification, bribe, finder's fee or kickback given by [Name or/Consultant] as aforesaid for the purpose of obtaining or inducing the ontract, right, interest, privilege or other obligation or benefit, in whatsoever
[Procuring Agency]	

Form of Contract

(Specimen Only)

THIS AGREEMENT made the day of Rehabilitation and Training, Sindh (C-ARTS), Kar called "the Procuring Agency") of the one part and [city and country of Bidder]	rachi of Islamic Republic of Pakistan (hereinafter	
part:		
	and has accepted a bid by the Bidder for the [contract price in words and figures]	
NOW THIS AGREEMENT WITNESSETH AS FO	OLLOWS:	
In this Agreement words and expressions sha assigned to them in the Conditions of Contract	all have the same meanings as are respectively	
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 (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. 		
•	de by the Procuring Agency to the Bidder as enants with the Procuring Agency to provide the therein in conformity in all respects with the	
	defects therein, the Contract Price or such other ons of the contract at the times and in the manner sed this Agreement to be executed in accordance	
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:	