



**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/2023-24/04-05.

Dated: 22nd February, 2024

Procurement of Split Type Air Conditioners
with **Installation, Connection, Testing and Commissioning** as per requirement of the
Manufacture
for
Center of Autism Rehabilitation & Training Center
at
(i) **Karachi** (ii) **Hyderabad** (iii) **Gambat**

(Ref: No. CARTS/PD/02023-24/04.)

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TABLE OF CONTENTS		
1.	Invitation for Bid (IFB) / Notice Inviting Tender (NIT)	4
2.	Instructions to the Bidders / Terms & Conditions	5 – 16
1.1	Introduction	5
1.2	Scope of Work	5
1.3	Source of Funds	5
2	Eligible Bidders	5
3	Obtaining of Bidding Document	6
4	Bidding Procedure	6
5	Cost of Tendering	6
6	Clarification of the Tender Documents	6
7	Amendments of Tender Documents	6
8	Language of Bid	6
9	Bid Price	7
10	Bid Security / Earnest Money	7
11	The Bid Security / Earnest Money may be Forfeited / Confiscated	7
12	Validity of Bid	7
13	Clarifications / Corrections of Bid	7
14	Responsiveness of Bid	8
15	Submission of Bids	8
16	Deadline for Submission of Bid	8
17	Opening of Bid	9
18	Evaluation of Bid	9
18.10	Bid Evaluation Criteria	09-10
19	Financial Proposal Evaluation	11
20	Rejection / Acceptance of the Bid	11
21	Process to be Confidential	12
22	Compliance Certificate	12
23	Award Criteria	12
24	Procuring Agency's Right to Accept any Bid and to Reject any or all Bids	12
25	Procuring Agency's Right To Vary Quantities	13
26	Requirement / Format of Bid	13
27	Alternative Bids	13
28	Notification of Award of Contract (AoC)	13
29	Period of Contract	13
30	Contract Agreement	13
31	Performance Security	14
32	Cancelation of Contract	14
33	Termination for Default	14
34	Force Majeure	14
35	Termination for Insolvency	15
36	Termination for Convenience	15
37	Resolution of Disputes	15
38	Governing Language	15
39	Applicable Law	15
3.	Bid Data Sheet	16

TABLE OF CONTENTS		
	Sample Forms (As Annexures)	17-27
A	Proposal Submission / Bid Form	17
B	General Compliance Certificate	18
C	Bill of Quantity / Schedule of Requirement / Technical Offer	19-21
D	Bank Guarantee (format) for Bid Security / Earnest Money	22
E	Bank Guarantee (format) for Performance Security	23
F	Price Schedule / Quoting of Rates / Financial Offer (format)	24
G	Declaration of Annual Turnover and Income Tax Return	25
H	Valid List of Client's Details	26
I	Bidder Profile / Details	27
	As Appendix	28-30
I	Affidavit	28
II	Integrity Pact	29
III	Form of Contract (Specimen Only)	30

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

No. C-ARTS/PD/2023-24/04-05. Dated 22-02-2024

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 (where applicable).

#	Reference No.	Name of Bid	Procedure
i.	No. C-ARTS/PD/2023-24/04.	Procurement of Split Type Air Conditioners with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture	Single Stage - One Envelopes Rule 46(1)
ii.	No. C-ARTS/PD/2023-24/05.	Procurement of 60KVA 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. 5,000/- (Rupees five thousand only) Non-Refundable
Bid Security	2.5% of the total bid value.
Last date for Tender Purchasing	From the date of publishing to 12th March, 2024 by 12:00 Noon.
Deadline for Submission of Bids	12th March, 2024 up to 01:45 p.m.
Bid Opening Date & Time	12th March, 2024 at (i) 02:00 p.m. (ii) 02:10 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. 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 (www.ppms.pprasindh.gov.pk) & Center for Autism Rehabilitation and Training, Sindh (www.c-arts.org.pk), 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: 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 “**Split Type Air Conditioners 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.
 - 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 **Split Type Air Conditioners 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.ppr.sindh.gov.pk) and Center for Autism Rehabilitation and Training, Sindh (C-ARTS) (www.c-arts.org.pk), 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 (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:

- 6.1 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.
- 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 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. 35
	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	35
2.2	Compliant with minor deviation subject to main utility / function is not effected.	25
3.	Years of Establishment	Max. 10
3.1	Established during 2018-2021	05
3.2	Established during 2013-2017	07
3.3	Established during 2012 or early	10
4.	Experience and Past Performance / Similar Experience	Max. 20
	Upto 08 Clients from following Sectors during the last Five (5) Years: Purchase Orders / Satisfactory Performance Certificates from all such existing clients must be attached for points. Point for each client as mentioned below	
4.1	Government / Semi Government clients (3 point for each client – upto 09 points max)	12
4.2	Large Private Hospitals / University / Institute / Organization (2 point for each client – upto 06 points max)	08
5.	Bidder's Past Performance – During Last 5 Years	Max. 10
5.1	Client's Satisfactory Performance Certificate for providing the Similar Services for a minimum period of 12 months, issued by Public and Private Sector Institutes / Universities and/or Govt. / Semi Govt. organizations and/or large National / Multi-National organizations / banks / embassy. 02 points for each certificate (Maximum 10 marks)	
6.	Manufacturer's / Bidder's Networking Setup across the Pakistan (Credible documentary evidence must be provided)	Max. 05
6.1	Head Office at Karachi with Workshop / Service Center	05
6.2	Regional office at Karachi with Workshop / Service Center	02
7.	Delivery + Work Completion Schedule	Max. 10
7.1	within 15 Days + < 10 Days Work Completion	10
7.2	< 30 Days + < 10 Days Work Completion	05
7.3	> 30 Days + < / > 10 Days Work Completion	00
8.	Average Annual Turnover during last three (03) financial years (Audited Statements of Accounts and Income Tax Return Forms must be attached as supporting documents)	Max. 10
8.1	Above PKR 50 million	10
8.2	Above PKR 25 million	07
8.3	Above PKR 15 million	05
8.4	Below PKR 15 million	00
	TOTAL POINTS / MARKS	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 and 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 ÷ 25] x 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 ÷ 30] x 25 = 20.83

If the next higher quoted price of the same items is Rs. 37 million the marks obtained will be:

= [25 ÷ 37] x 25 = 16.89 Marks and so on.

20. 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-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;
- 25.2 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 "**Split Type Air Conditioners**" 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.
- 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.

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. Cancellation 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 “ Split Type Air Conditioners ” with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture”
3.	Tender Reference No.	No. C-ARTS/PD/2023-24/ 04-05 .
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 12th March, 2024 by 12:00 Noon.
11.	Deadline of bid submission	Date: 12th March, 2024 Time: 01:45 pm.
12.	Date, Time and Place of Bid opening:	Date: 12th March, 2024 Time: 02:00 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 , which may be replaced with 2.5% performance security after completion of supplies/works to cover the warranty period
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 “ Split Type Air Conditioners ” 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

PROPOSAL SUBMISSION / BID 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 Procurement of “**Split Type Air Conditioners**” 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 _____, **2024** 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: _____

The Chief Executive Officer,

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

Karachi

Ref: **IFB/NIT Ref: No. C-ARTS/PD/2023-24/___dated” ____, 2024 for Procurement of “Split Type Air Conditioners”** with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture”

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:

Stamp / Seal:

Procurement of “Split Type Air Conditioners”
with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture”

A - Lot / Group / Lot / Package

1.	C-ARTS, Korangi – Karachi	Req. Qty.		Unit Rate with tax	Amount Rate with tax
i.	Wall Mounted Split Type AC Unit, 1.0 Ton	2	Nos.	Rs. _____	Rs. _____
ii.	Wall Mounted Split Type AC Unit, 1.5 Ton	6	Nos.	Rs. _____	Rs. _____
iii.	Wall Mounted Split Type AC Unit, 2.0 Ton	6	Nos.	Rs. _____	Rs. _____

B - Lot / Group / Lot / Package

2.	C-ARTS, Hyderabad	Req. Qty.		Unit Rate with tax	Amount Rate with tax
i.	Wall Mounted Split Type AC Unit, 1.0 Ton	8	Nos.	Rs. _____	Rs. _____
ii.	Wall Mounted Split Type AC Unit, 1.5 Ton	14	Nos.	Rs. _____	Rs. _____
iii.	Wall Mounted Split Type AC Unit, 2.0 Ton	10	Nos.	Rs. _____	Rs. _____

C - Lot / Group / Lot / Package

3.	C-ARTS, Gambat	Req. Qty.		Unit Rate with tax	Amount Rate with tax
i.	Wall Mounted Split Type AC Unit, 1.0 Ton	5	Nos.	Rs. _____	Rs. _____
a.	Stabilizer with wall mounted stand for AC Unit			Rs. _____	Rs. _____
b.	Iron Cage with fitting for Outer			Rs. _____	Rs. _____
ii.	Wall Mounted Split Type AC Unit, 1.5 Ton	2	Nos.	Rs. _____	Rs. _____
a.	Stabilizer with wall mounted stand for AC Unit			Rs. _____	Rs. _____
b.	Iron Cage with fitting for Outer			Rs. _____	Rs. _____
iii.	Wall Mounted Split Type AC Unit, 2.0 Ton	4	Nos.	Rs. _____	Rs. _____
a.	Stabilizer with wall mounted stand for AC Unit			Rs. _____	Rs. _____
b.	Iron Cage with fitting for Outer			Rs. _____	Rs. _____

MANDATORY with all or any Lot / Group / Lot / Package in which you are participating:

4	Work / Item Detail / Description / Specification	Unit / RFT		Unit / RFT Rate with tax
i.	Supply & installation Copper Pipe including aero-flex and control wiring (if needed extra)	Per	RFT	Rs. _____
ii.	Supply & installation Angle Iron stand Set as a foundation of Split outer unit including fixing, coloring	Each	Set	Rs. _____
iii.	Supply and Installation of Drain Pipe UPVC including accessories (Bend, Tee etc.)	Per	RFT	Rs. _____
iv.	Supply and Installation of Wiring for Split type AC units from DB to isolator near indoor / outdoor units using 2 x 6 sqmm + ECC 1 x 4 Sqmm PVC insulated wires in 25mm dia PVC conduct concealed in wall, floor including	Per	RFT	Rs. _____
v.	Supply and Installation of 20A double pole Breaker including accessories	Each	No.	Rs. _____
vi.	Supply and Installation of PVC conduit (Adamjee, Dura, Duet or equivalent) to be recessed in walls / floors / surfaces as required at site	Per	RFT	Rs. _____

Item Detail / Description / Specification

Item #	Item Detail / Description / Specification												
1	<p>Wall Mounted Split Type AC Unit, 1.0 Ton</p> <p>Cooling Type: Cool Only Technology : Conventional Cooling Capacity: 1.0 Ton (12000 BTU) Compressor: Panasonic / Daikin / Mitsubishi / Danfoss / Haier / Orient / with 5 year warranty Warranty : 1 year with parts Refrigerant : R22 or Equivalent</p> <p>Mandatory Features:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Original installation Kit</td> <td style="width: 50%;">Magic Mirror</td> </tr> <tr> <td>Low Voltage Start up 145 V</td> <td>Multi Fan Speeds</td> </tr> <tr> <td>Memory Function</td> <td>Auto Clean & Intelligent Defrosting</td> </tr> <tr> <td>Self-Diagnosis, On Off Timer</td> <td>U-Type Inner Groove Copper Pipe</td> </tr> <tr> <td>Temperature Display</td> <td>Turbo Cooling</td> </tr> <tr> <td>Service Center in Karachi</td> <td>Zero visit charge during warranty period</td> </tr> </table> <p>PEL Panasonic / Daikin / Mitsubishi / Danfoss / Haier / Orient / Gree / Eco Star / Dawlance / Euro or Equivalent (Imported / Pakistani Origin). Equipment must be quoted with all the standard accessories. Or Equivalent</p>	Original installation Kit	Magic Mirror	Low Voltage Start up 145 V	Multi Fan Speeds	Memory Function	Auto Clean & Intelligent Defrosting	Self-Diagnosis, On Off Timer	U-Type Inner Groove Copper Pipe	Temperature Display	Turbo Cooling	Service Center in Karachi	Zero visit charge during warranty period
Original installation Kit	Magic Mirror												
Low Voltage Start up 145 V	Multi Fan Speeds												
Memory Function	Auto Clean & Intelligent Defrosting												
Self-Diagnosis, On Off Timer	U-Type Inner Groove Copper Pipe												
Temperature Display	Turbo Cooling												
Service Center in Karachi	Zero visit charge during warranty period												
2	<p>Wall Mounted Split Type AC Unit, 1.5 Ton</p> <p>Cooling Type: Cool Only Technology : Conventional Cooling Capacity: 1.5 Ton (18000 BTU) Compressor: Panasonic / Daikin / Mitsubishi / Danfoss / Haier / Orient / with 5 year warranty Warranty : 1 year with parts Refrigerant : R22 or Equivalent</p> <p>Mandatory Features:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Original installation Kit</td> <td style="width: 50%;">Magic Mirror</td> </tr> <tr> <td>Low Voltage Start up 145 V</td> <td>Multi Fan Speeds</td> </tr> <tr> <td>Memory Function</td> <td>Auto Clean & Intelligent Defrosting</td> </tr> <tr> <td>Self-Diagnosis, On Off Timer</td> <td>U-Type Inner Groove Copper Pipe</td> </tr> <tr> <td>Temperature Display</td> <td>Turbo Cooling</td> </tr> <tr> <td>Service Center in Karachi</td> <td>Zero visit charge during warranty period</td> </tr> </table> <p>PEL Panasonic / Daikin / Mitsubishi / Danfoss / Haier / Orient / Gree / Eco Star / Dawlance / Euro or Equivalent (Imported / Pakistani Origin). Equipment must be quoted with all the standard accessories. Or Equivalent</p>	Original installation Kit	Magic Mirror	Low Voltage Start up 145 V	Multi Fan Speeds	Memory Function	Auto Clean & Intelligent Defrosting	Self-Diagnosis, On Off Timer	U-Type Inner Groove Copper Pipe	Temperature Display	Turbo Cooling	Service Center in Karachi	Zero visit charge during warranty period
Original installation Kit	Magic Mirror												
Low Voltage Start up 145 V	Multi Fan Speeds												
Memory Function	Auto Clean & Intelligent Defrosting												
Self-Diagnosis, On Off Timer	U-Type Inner Groove Copper Pipe												
Temperature Display	Turbo Cooling												
Service Center in Karachi	Zero visit charge during warranty period												

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 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/2023-24/____dated: _____, 2024 for Procurement of “**Split Type Air Conditioners**” with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture”

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/2023-24/____ dated: ____, 2024 for Procurement of “**Split Type Air Conditioners**” with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture”

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 (C-ARTS), Karachi 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 (C-ARTS), Karachi 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: _____

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: _____

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 Rehabilitation and Training, Sindh (C-ARTS), Karachi

Ref: **IFB/NIT Ref: No. C-ARTS/PD/2023-24/___ dated** ____, **2024 for Procurement of "Split Type Air Conditioners"** 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,

I/we hereby declare that, our firm had filed Income Tax Returns for last the 3 financial years i.e. 2020-21 & 2021-22 & 2022-23. 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:

Stamp / Seal:

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 Ref: No. C-ARTS/PD/2023-24/___ dated” ____, 2024 for Procurement of “Split Type Air Conditioners”** with Installation, Connection, Testing and Commissioning as per requirement of the Manufacture”

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)	Starting Date	Completion Date	Total Contract / Project Value in PKR	Status (On Going / Completed)

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name 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, 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 Person: _____

Address: _____

Tel. _____ Mobile _____ Fax No. _____

Email Address: _____

Signature: _____ Date: _____

Agency's Seal:

ATTESTED BY NOTARY PUBLIC

INTEGRITY PACT

(Must be printed on Company's Letterhead)

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

Contract Number: _____ Dated: _____
 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 times 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 _____ 2023 between *Center for Autism Rehabilitation and Training, Sindh (C-ARTS), Karachi 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 part of 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.
3. 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

Name: _____

Designation: _____

Address: _____

Seal: _____

Signature of Authorized Officer of C-ARTS

Name: _____

Designation: _____

Address: _____

Seal: _____

WITNESSES:

Name:

CNIC:

Address:

WITNESSES:

Name:

CNIC:

Address: