

Bidding Documents for Procurement of
Hiring of Contractors for Canteen,
Transportation, Janitorial Staff and
Security Services

Bid No. 104/KTDMC/2022-23

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I- Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. This Section contains provisions that are to be used without modifications.

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV- Eligible Countries

This Section contains information regarding eligible countries.

Section V- Schedule of Requirements

This Section includes the details of specifications for the Services to be acquired.

Section VI- Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII- General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. This Section contains provisions that are to be used without modifications.

Section VIII- Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX- Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for Performance Security will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.

PART-A: BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

Bid No. 104/KTDMC/2022-23

For

**Hiring of Contractors for Canteen, Transportation, Janitorial Staff
and Security Services**

Date: 12th March, 2023

1. This Invitation to Bids follows the Procurement Advertisement (PA) No. **104/KTDMC/2022-23** for the subject Hiring of Services which appeared in **Newspaper** dated **12th March, 2023**.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2022-23. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **Hiring of Contractors for Canteen, Transportation, Janitorial Staff and Security Services**.
3. The Karachi Tools, Dies & Moulds Centre now invites sealed bids from eligible Service provider for **Hiring of Contractors for Canteen, Transportation, Janitorial Staff and Security Services**.
4. The bidding shall be conducted in line with the **Single Stage – One Envelop** bidding procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
5. All bids must be accompanied by a Bid Security amounting to Pak Rupees, mentioned below in the shape of bank draft/pay order in the name of “Karachi Tools, Dies & Moulds Centre:

S. No.	Service	Bid Security “PKR”
1.	Canteen Service	Fifty Thousand only (50,000/-)
2.	Transportation Service	One Hundred Thousand only (100,000/-)
3.	Janitorial Staff Service	Fifty Thousand only (50,000/-)
4.	Security Service	Fifty Thousand only (50,000/-)

6. The bids, prepared in accordance with the instructions in the bidding documents, must reach at address given below, on or before **29th March, 2023** at **10:30am**. Bids will be opened publically on the same day at **11:00am** in the presence of bidder’s representatives who choose to attend the bid opening to be held at the address given hereunder. This advertisement is also available on PPRA website at **www.ppra.org.pk**.

Karachi Tools, Dies & Moulds Centre
Procurement Department

Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited,
Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan
Ph: (92-21) 35120501 & 35120499 – 500 & 35121890 | Website: www.ktdmc.com

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1.	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Services as specified in the BDS and Section V - Schedule of Requirements . The successful Bidders will be expected to deliver the services within the specified period and timeline(s) as stated in the BDS .
2. Source of Funds	2.1.	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1.	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2.	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3.	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4.	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5.	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6.	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body,

		<p>before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.</p>
	3.7.	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the hiring of the services to be acquired under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8.	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> a) he is declared bankrupt or, in the case of company or firm, insolvent; b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

		<p>c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e) The Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9.	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10.	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
4. Eligible Related Services	4.1.	All Related Services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.2.	For purposes of this Clause, “origin” means the place where the services are mined, grown, cultivated, produced, or processed, procession, other commercially recognized article results that differ substantially in its basic characteristics from its imported components or the place from where the related services are/to be provided.
	4.3.	If so, required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the services to deliver in Pakistan, the services indicated in its Bid.
5. One Bid per Bidder	5.1.	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
6. Cost of Bidding	6.1.	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1.	<p>The services required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with addenda issued, if any, in accordance with ITB 9.2 include:</p> <p>Section I - Invitation to Bids Section II - Instructions to Bidders (ITBs) Section III - Bid Data Sheet (BDS) Section IV - Eligible Countries Section V - Schedule of Requirements Section VI - Forms – Bid Section VII - General Conditions of Contract (GCC) Section VIII - Special Conditions Section IX - Contract Forms</p>
	7.2.	The number of copies to be completed and returned with the Bid is specified in the BDS .
	7.3.	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the pdf version downloaded from the website of the Procuring Agency.
	7.4.	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1.	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS .
	8.2.	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 22.1. However, this clause shall not apply in case of alternate methods of Procurement.
	8.3.	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the

		website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4.	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9.
	8.5.	If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6.	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1.	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2.	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3.	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS

10. Language of Bid	10.1.	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 written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1.	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 12 that the Related Services to be supplied by the Bidder are eligible services, and conform to the Bidding Documents; e) Bid security furnished in accordance with ITB 18; f) Power of Attorney authorizing the signatory of the Bidder to submit the bid; and g) Any other document required in the BDS.
	11.2.	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ul style="list-style-type: none"> a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; b) carriage paid; c) received on, or before, the closing time and date for the submission of bids; and d) evaluated to determine compliance with all characteristics listed in the BDS.

	11.3.	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)-</p> <ul style="list-style-type: none"> a) do(es) not conform to all characteristics prescribed in the bidding documents; and b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	11.4.	<p>Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them</p>
	11.5.	<p>All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p>
12. Documents Establishing Eligibility of Related Services and Conformity to Bidding Documents	12.1.	<p>Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all Related Services which the Bidder proposes to deliver.</p>
	12.2.	<p>The documentary evidence of conformity of the Related Services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential schedule of requirements and performance characteristics of the Services; b) an item-by-item commentary on the Procuring Agency's Schedule of requirement demonstrating substantial responsiveness of the Services to those requirements, or a statement of deviations and exceptions to the provisions of the Schedule of requirement. c) any other procurement specific documentation requirement as stated in the BDS
	12.3.	<p>For purposes of the commentary to be furnished pursuant to ITB 12.2(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Schedule of requirements, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Schedule of requirements.</p>

	12.4.	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1.	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2.	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3.	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: <ul style="list-style-type: none"> a) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. b) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Schedule of requirement.. c) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1.	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1.	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Services, it proposes to supply under the contract.
	15.2.	A bidder may bid for one or more or all items stated in the Schedule of Requirements.
	15.3.	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e., inclusive of the all costs (freight, handling, insurance, customs, duties, taxes, loading/ unloading, etc., if any) incidental to delivery at KTDMC.
	15.4.	Any or all the items, a bidder offers to supply, must be listed and priced separately in the Price Schedule(s).
	15.5.	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on

		any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27.
16. Bid Currencies	16.1.	Prices shall be quoted in Pakistan Rupees, unless otherwise specified in the BDS.
17. Bid Validity Period	17.1.	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security.
	17.2.	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension, and in compliance with ITB 18 in all respects.
18. Bid Security	18.1.	Pursuant to ITB 11, the Bidder shall furnish as part of its Bid, a Bid Security in form and amount specified in the BDS.
	18.2.	The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.7.
	18.3.	The Bid Security shall be denominated in Pakistani Rupees and shall be in form of bank draft/pay order in the name of the Karachi Tools, Dies & Moulds Centre.
	18.4.	Any Bid not accompanied by a Bid Security in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 27
	18.5.	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: <ul style="list-style-type: none"> a) the expiry of the Bid Security; b) the entry into force of a procurement contract and the provision of a performance security (or

		<p>guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</p> <p>c) the rejection by the Procuring Agency of all Bids;</p> <p>d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.</p>
	18.6.	The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security (or guarantee), pursuant to ITB 39.
	18.7.	<p>The Bid Security may be forfeited:</p> <p>a) if a Bidder:</p> <p>i. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or</p> <p>ii. does not accept the correction of errors pursuant to ITB 29.3; or</p> <p>in the case of a successful Bidder, if the Bidder fails:</p> <p>i. to sign the contract in accordance with ITB 38; or</p> <p>ii. to furnish performance security (or guarantee) in accordance with ITB 39.</p>
19. Withdrawal, Substitution, and Modification of Bids	19.1.	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	19.2.	Bids requested to be withdrawn in accordance with ITB19.1 shall be returned unopened to the Bidders.
20. Format and Signing of Bid	20.1.	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2.	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing

		the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	20.3.	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder

D. SUBMISSION OF BIDS

21. Sealing and Marking of Bids	21.1.	Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened.
	21.2.	The envelope shall: <ul style="list-style-type: none"> a) be addressed to the Procuring Agency at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the BDS, pursuant to ITB 22.1.
22. Deadline for Submission of Bids	22.1.	Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS.
	22.2.	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
23. Late Bids	23.1.	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22.
	23.2.	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
24. Withdrawal of Bids	24.1.	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid is received by the Procuring Agency prior to the deadline for submission of Bids.
	24.2.	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 21

E. OPENING AND EVALUATION OF BIDS

25. Opening of Bids	25.1.	The Procuring Agency shall open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance.
	25.2.	The bidders' names, bid modifications or withdrawal, Bid prices, the total amount of each Bid, the presence or absence of Bid Security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency.
	25.3.	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 23.
	25.4.	The Procuring Agency shall prepare minutes of the Bid opening.
	25.5.	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
26. Confidentiality	26.1.	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	26.2.	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	26.3.	Notwithstanding ITB 26.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
27. Clarification of Bids	27.1.	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	27.2.	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. The correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 30.

	27.3.	<p>The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:</p> <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	27.4.	<p>From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.</p>
28. Preliminary Examination of Bids	28.1.	<p>Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	28.2.	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive

		position of other Bidders presenting substantially responsive Bids.
	28.3.	The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected
	28.4.	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</p> <ul style="list-style-type: none"> a) Furnish required information concerning the number of its employees; b) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.
	28.5.	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
29. Examination of Terms and Conditions; Technical Evaluation	29.1.	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	29.2.	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 21, to confirm that all requirements specified in Section V – Schedule of Requirements of the Bidding Documents have been met without material deviation or reservation.
	29.3.	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that

		the Bid is not substantially responsive in accordance with ITB 28, it shall reject the Bid.
30. Correction of Errors	30.1.	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	30.2.	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.7.
31. Evaluation of Bids	31.1.	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 28.
	31.2.	In evaluating each item included in the Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Schedule of Requirements.
	31.3.	The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) price, inclusive of the costs (freight, handling, insurance, customs, duties, taxes, loading/unloading, etc.) incidental to delivery, at KTDMC, the bidder proposes to deliver under the contract.

32. Domestic Preference	32.1.	If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain Services in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
33. Determination of Most Advantageous Bid	33.1.	The Procuring Agency shall adopt the Least-Cost Selection i.e., the bid with the lowest evaluated price for each item separately, the bidder proposes to deliver under the contract, among those bids which are substantially responsive and accordance with the schedule of requirements to determine the most advantageous bid, for each item individually.

F. AWARD OF CONTRACT

34. Criteria of Award	34.1.	The Procuring Agency will award the Contract to the Bidder(s) whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder(s), provided that such Bidder has been determined to be: <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and
35. Procuring Agency's Right to reject All Bids	35.1.	Notwithstanding ITB 34, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	35.2.	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	35.3.	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
36. Procuring Agency's Right to Vary Quantities at the Time of Award	36.1.	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
37. Notification of Award	37.1.	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	37.2.	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication.

	37.3.	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 39 and signing of the contract in accordance with ITB 38.2.
	37.4.	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 39, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to ITB 18.5.
38. Signing of Contract	38.1.	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	38.2.	Immediately after the Redressal of grievance by the GRC, if any, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	38.3.	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
39. Performance Security (or Guarantee)	39.1.	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	39.2.	The Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS.
	39.3.	Failure of the successful Bidder to comply with the requirement of ITB 39.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
40. Arbitrator	40.1.	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
41. Corrupt & Fraudulent Practices	41.1.	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

42. Constitution of Grievance Redressal	42.1.	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist, depending the nature of the procurement.
43. GRC Procedure	43.1.	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	43.2.	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of evaluation report and five days after issuance of final evaluation report.
	43.3.	In case, the complaint is filed against the evaluation report, the GRC shall suspend the procurement proceedings.
	43.4.	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelopes bidding procedure is adopted.
	43.5.	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	43.6.	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	43.7.	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	43.8.	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	43.9.	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	43.10.	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final

H. MECHANISM OF BLACKLISTING

44. Mechanism of Blacklisting	44.1.	The Mechanism of Blacklisting shall be in accordance with the Public Procurement Rules, 2004, including rule 19 of the rules.
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SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

A. Introduction

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	1.1	<p>Name of Procuring Agency : Karachi Tools, Dies & Moulds Centre</p> <p>The subject of procurement is: Hiring of Contractors for Canteen, Transportation, Janitorial Staff and Security Services</p> <p>Period for delivery of Services: 12 Month The agreement will stand expired after completion of one year from the date of its commencement; however, it may be extended for second year with mutual consent of both the parties.</p> <p>Commencement date for delivery of Services: After signing of contract in accordance with the schedule of requirement.</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency : For the year ending June 30, 2023</p> <p>Name of financing institution : Karachi Tools, Dies & Moulds Centre</p> <p>Name and identification number of the Contract: Hiring of Contractors for Canteen, Transportation, Janitorial Staff and Security Services Reference # 104/KTDMC/2022-23</p>
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: Three (03)
4.	4.1	Ineligible country(s) are: Refer Section-IV
5.	4.3	Demonstration of authorization by manufacturer: In accordance with the Schedule of Requirements.

B. Bidding Documents

6.	7.2	The number of documents to be completed and returned is one set of original documents
7.	8.1	The address for clarification of Bidding Documents is: Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan
	8.5	Pre-bid meeting will not be held.

C. Preparation of Bids

8.	10.1	The Language of all correspondences and documents related to the Bid is: English and Urdu															
9.	11.1 (b)	Detail of sample(s)/specification to be submitted with the Bid: In accordance with the Schedule of Requirements.															
10.	13.3	The qualification criteria required from Bidders in ITB 13.3 and shall meet the criteria listed at Form 3: Form of Qualification Information															
11.	15.3	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e., inclusive of the all costs (freight, handling, insurance, customs, duties, taxes, loading/ unloading, etc., if any) incidental to delivery at KTDMC.															
12.	15.5	The price shall be fixed.															
13.	16.1	Prices shall be quoted in Pakistan Rupees.															
14.	17.1	The Bid Validity period shall be 45 Days.															
15.	18.1	<p>The amount of Bid Security shall be:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Service</th> <th style="text-align: center;">Bid Security “PKR”</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Canteen Service</td> <td>Fifty Thousand only (50,000/-)</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Transportation Service</td> <td>One Hundred Thousand only (100,000/-)</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Janitorial Staff Service</td> <td>Fifty Thousand only (50,000/-)</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Security Service</td> <td>Fifty Thousand only (50,000/-)</td> </tr> </tbody> </table> <p>The currency of the Bid Security shall be: Pakistan Rupees Indicate whether Bid Securing Declaration is applicable: NO</p>	S. No.	Service	Bid Security “PKR”	1.	Canteen Service	Fifty Thousand only (50,000/-)	2.	Transportation Service	One Hundred Thousand only (100,000/-)	3.	Janitorial Staff Service	Fifty Thousand only (50,000/-)	4.	Security Service	Fifty Thousand only (50,000/-)
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3.	Janitorial Staff Service	Fifty Thousand only (50,000/-)															
4.	Security Service	Fifty Thousand only (50,000/-)															
16.	18.3	The Bid Security shall be in the form of bank draft/pay order in the name of “Karachi Tools, Dies & Moulds Centre”.															
17.	20.2	Written confirmations of authorization are: General Power of Attorney must be submitted.															

D. Submission of Bids

18.	21.2 (a)	<p>Bid shall be submitted Karachi Tools, Dies & Moulds Centre Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan</p> <p>Street address: Sector no 38, Adjacent to Pakistan Refinery Limited Building/Plot No. NC No24, Korangi Creek Industrial Park, Korangi Creek Road</p> <p>Floor/Room No.: Board Room</p> <p>City/Town: Karachi, Pakistan</p>
19.	21.2 (b)	<p>Title name: Hiring of Contractors for Canteen, Transportation, Janitorial Staff and Security Services</p> <p>ITB Title No: 104/KTDMC/2022-23</p> <p>Time and date for submission: 29th March, 2023 till 10:30 am.</p>
20.	22.1	<p>Bear the words, “DO NOT OPEN BEFORE”</p> <p>Time and date for submission: 29th March, 2023 till 10:30 am.</p>
21.	23.1	<p>The deadline for Bid submission is</p> <p>a) Day: Wednesday</p> <p>b) Date: 29th March, 2023</p> <p>c) Time: 10:30 am</p>

E. Opening and Evaluation of Bids

22.	25.1	<p>The Bid opening shall take place at: Karachi Tools, Dies & Moulds Centre</p> <p>Street address: Sector no 38, Adjacent to Pakistan Refinery Limited Building/Plot No.: NC No24, Korangi Creek Industrial Park, Korangi Creek Road</p> <p>Floor/Room No: Board Room (KTDMC)</p> <p>City/Town: Karachi</p> <p>Country: Pakistan</p>
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		Day: Wednesday Date: 29th March, 2023 Time: 11:00 am
23.	33.1	Evaluation Techniques Least Cost Based Selection (LCBS) The Procuring Agency shall adopt the Least-Cost Selection i.e., the bid with the lowest evaluated price for each service, the bidder proposes to deliver under the contract, among those bids which are substantially responsive and accordance with the schedule of requirements, to determine the most advantageous bid.

F. Award of Contract

24.	39.1	The Performance Security (or guarantee), valid for 12 months, shall be: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Service</th> <th style="text-align: center;">Performance Guarantee “PKR”</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Canteen Service</td> <td>One Hundred Thousand only (100,000/-)</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Transportation Service</td> <td>Two Hundred Thousand only (200,000/-)</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Janitorial Staff Service</td> <td>One Hundred Thousand only (100,000/-)</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Security Service</td> <td>One Hundred Thousand only (100,000/-)</td> </tr> </tbody> </table>	S. No.	Service	Performance Guarantee “PKR”	1.	Canteen Service	One Hundred Thousand only (100,000/-)	2.	Transportation Service	Two Hundred Thousand only (200,000/-)	3.	Janitorial Staff Service	One Hundred Thousand only (100,000/-)	4.	Security Service	One Hundred Thousand only (100,000/-)
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4.	Security Service	One Hundred Thousand only (100,000/-)															
25.	39.2	The Performance Security (or guarantee) shall be in the form of: Pay-Order or Bank Guarantee.															
26.	40.1	Arbitrator shall be appointed by mutual consent of the both parties.															

G. Review of Procurement Decisions

27.	42.1	The address of the Procuring Agency Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan
28.	43.6	The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

SECTION IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

- India
- Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION V: SCHEDULE OF REQUIREMENTS

The schedule of requirement comprises of the following four services. The bidder may bid for any one or more services, mentioned below:

- A. Schedule of Requirement for Canteen Services**
- B. Schedule of Requirement for Transportations Services**
- C. Schedule of Requirement for Janitorial Staff Services**
- D. Schedule of Requirement for Security Services**

A. Schedule of Requirements for Canteen Services

Sr. #	Item	Quantity	Delivery Schedule (Services)
1	<p>Milk tea (1 cup of milk tea shall be equivalent to 150 Milliliter (ml), comprising of 60ml of milk, 90ml of water and sugar.)</p> <ul style="list-style-type: none"> • The tea leaf used for making tea shall be of well-known brand like Tapal, Lipton or equivalent • Only fresh milk or tetra pack of well-known brands, like Milk Pack, Opler's or equivalent, shall be used for making tea. 	Approximately 200 to 250 cups per day	Within One week after signing of Contract.

SCOPE OF WORK FOR CANTEEN SERVICES

Karachi Tools, Dies & Moulds Centre intends to acquire Canteen Services for its Staff, Students and Official Guests, at Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi.

1. The canteen shall remain open, Monday to Saturday from 8:00 am to 7:00 pm or as per the instructions of KTDMC.
2. Canteen shall exclusively be available for Staff, Students and Official Guests of KTDMC. Unauthorized person shall not be allowed to avail any facility from the canteen.
3. The bidder shall be responsible to arrange all the canteen equipment and ingredients including LPG for making tea or cooking food at its own cost and risk, except the equipment mentioned at clause 12 of the scope of work.
4. The bidder shall be responsible for cleaning and safety of all the items provided by KTDMC.

5. The staff employed by the bidder shall be fit and healthy, and properly dressed in the uniform. Accordingly, the bidder shall be responsible to provide Medical Fitness report of its all staff twice a year, at its own cost and risk
6. The bidder shall ensure that, the staff engaged observe high standards of cleanliness, courtesy, manner and professionalism.
7. The bidder shall be responsible to make and serve good quality tea to the staff, students and official guests of KTDMC.
8. The bidder shall employ experienced staff to make and serve the tea, cook food, washing of crockery and keeping the canteen neat and clean, including its furniture, equipment, etc. at its own cost and risk.
9. The bidder shall use best quality ingredients for cooking, in accordance with the instructions of KTDMC.
10. The bidder shall keep hygienic food including, Roti, Salan, Snacks, Cold Drinks etc., for Staff, Students and Official Guests of KTDMC, which shall be chargeable to the buyer, as per market rates.
11. The bidder shall be responsible for payment of salaries, charges, dues etc. to its hired staff as per prevailing laws and KTDMC will not have any liability towards them in any manner.
12. The bidder shall not be allowed to offer Pan, Gutka, Cigarettes or any other prohibited product in the canteen.

13. Responsibilities of Karachi Tools, Dies & Moulds Centre:

- 13.1. Space for canteen along with tables and chairs
- 13.2. Electricity for operating electrical equipment installed by KTDMC in the canteen.
- 13.3. Drinking water and water coolers
- 13.4. Water along with the cleaning accessories / detergents
- 13.5. Crockery provide only for serving tea and food items
- 13.6. Furnished kitchen including deep freezer & microwave oven

B. Schedule of Requirements for Transportation Services

The Schedule of Requirements comprises of Table-A, Table – B, Table – C and scope of work for transportation services:

Table - A		
MASTER CHANGAN KARVAN 7-SEATER OR EQUIVALENT WITHOUT AIR CONDITIONER		
1.	Model of vehicle	2015 or above
2.	Number of vehicle(s)	01
3.	Vehicle Fuel Average	Must be 10 km/liter or above
4.	Service required in a week	5 or 6 days in week (as per requirement of KTDMC)
5.	Average running per day (Round trip)	Approximately 100~120 kilometers
6.	Arrival at KTDMC	The bidder is required to pick the designated staff of KTDMC up from the designated locations within Karachi and drop them at KTDMC at 8:45 a.m.
7.	Departure from KTDMC	The bidder is required to pick the designated staff of KTDMC from KTDMC at 5:10 p.m. and drop them at the designation locations within Karachi.

Table - B		
TOYOTA HIACE 14-SEATER OR EQUIVALENT WITHOUT AIR CONDITIONER		
1.	Model of vehicle	2013 or above
2.	Number of vehicle(s)	01
3.	Vehicle Fuel Average	Must be 7 km/liter or above
4.	Service required in a week	5 or 6 days in week (as per requirement of KTDMC)
5.	Average running per day (Round trip)	Approximately 100~120 kilometers

6.	Arrival at KTDMC	The bidder is required to pick the designated staff of KTDMC up from the designated locations within Karachi and drop them at KTDMC at 8:45 a.m.
7.	Departure from KTDMC	The bidder is required to pick the designated staff of KTDMC from KTDMC at 5:10 p.m. and drop them at the designation locations within Karachi.

Table - C		
TOYOTA/MAZDA COASTER 30-SEATER OR EQUIVALENT WITHOUT AIR CONDITIONER		
1.	Model of vehicle	1995 or above
2.	Number of vehicle(s)	01
3.	Vehicle Fuel Average	Must be 5 km/liter or above
4.	Service required in a week	5 or 6 days in week (as per requirement of KTDMC)
5.	Average running per day (Round trip)	Approximately 07~10 kilometers
6.	Arrival at KTDMC	The bidder is required to pick the DAE students of KTDMC up from the designated location at Korangi Crossing and drop them at KTDMC at 9:30 a.m.
7.	Departure from KTDMC	The bidder is required to pick the DAE students of KTDMC from KTDMC at 5:00 p.m. and drop them to the designated location at Korangi Crossing.

SCOPE OF WORK FOR TRANSPORTATION SERVICES

Karachi Tools, Dies & Moulds Centre intends to acquire Transportation Services for its Employees and Students, located at Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi.

- a) The vehicles provided by the bidder shall be fully serviceable, roadworthy and technically sound condition, with all its glasses and upholstery in perfect condition at its own cost and risk. The bidder shall provide the valid fitness certificate of each vehicle and KTDMC shall inspect condition of all the vehicles regularly to ensure compliance.
- b) All the costs and risk incidental to transportation services, including fuel, maintenance, duties & taxes, insurance, remuneration of drivers, accidents, etc shall be borne by the bidder.
- c) The drivers appointed by the bidder shall be law abiding nationals, physically & mentally fit, cooperative, disciplined and well behaved with all the officials and students of KTDMC.
- d) Prior to the commencement of duty of a driver, the bidder shall be responsible to submit valid CNIC, driving license and medical fitness report of all the drivers twice a year.
- e) KTDMC reserves the right to change the timings and routes of Pickup / Drop at any time according to the needs of KTDMC. Accordingly, the bidder shall follow the pick & drop schedules as per the demand of KTDMC. In case of late arrival to KTDMC or departure, more than three times a month, KTDMC reserve the right to impose fine of Rs. 5000 per day each vehicle.
- f) The bidder shall not be allowed to frequently change the drives and vehicles, as it cause inconvenience.
- g) KTDMC reserves the right to increase or decrease the number of vehicles in accordance with the need of KTDMC.
- h) The bidder shall take adequate measures to prevent any kind of accident inside or outside KTDMC, which may cause damage to any person or property. In case of any accident, the bidder shall be solely responsible for any kind of consequences. However, in case of any accident that cause damage to any person or property that belongs to KTDMC, without prejudice to the any other remedy available to KTDMC in accordance with applicable laws, KTDMC shall also have the right to adjust the cost of damages from the bills of the bidder.
- i) In case of unavailability of any of its vehicle or driver due to any reason, the bidder shall immediately inform the all the persons who use the vehicle and Administration Department of KTDMC. The bidder shall also be responsible to reimburse the taxi fare to all the persons using the vehicle.

- j)** KTDMC reserves the right to suspend the services of any vehicle at its discretion in according to the need of KTDMC. The bidder shall not be entitled to claim any charges or bill KTDMC during the period of suspension of services.
- k)** The bidder shall be entitled to bill KTDMC, only for those days of the month on which the vehicles is use by KTDMC, as per actual distance (km) travelled by the vehicle Accordingly, the bidder shall not be entitled to claim any charges or bill KTDMC for weekly holidays or gazetted holidays.
- l)** KTDMC reserve the right to acquire pick & drop service from the bidder on holidays by giving prior information to the bidder, as per its need. Accordingly, the bidder shall be responsible to provide the pick & drop facility on the price and terms & conditions, as applicable to normal working days.
- m)** The bidder shall not be allowed to keep or use gas cylinder in the vehicle.
- n)** The drivers shall be not allowed to smoke or use any of prohibited substance in the vehicle.

C. Schedule of Requirements for Janitorial Staff Services

Sr. #	Item	Quantity	Delivery Schedule (Services)
1.	<p>Working Supervisor for Janitors The bidder shall be responsible to provide the working supervisor as per following requirement: Age: Maximum 40 Yrs. Religion: Any Education: Minimum Primary School Passed</p>	01	Within One week after signing of Contract.
2.	<p>Janitors The bidder shall be responsible to provide janitors as per following requirement Age: Maximum 40 Yrs. Religion: Any</p>	04	
3.	<p>Office boy The bidder shall be responsible to provide Office boy as per following requirement Age: Maximum 40 Yrs. Religion: Islam</p>	01	
4.	<p>Gardener The bidder shall be responsible to provide gardener as per following requirement Age: Maximum 48 Yrs. Religion: Any</p>	01	

SCOPE OF WORK FOR JANITORIAL STAFF SERVICES

Karachi Tools, Dies & Moulds Centre intends to acquire Janitorial Staff Services for its premises, located at Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi.

1. The bidder shall provide services during Monday to Saturday from 08:00am to 05:00pm
2. The bidder shall be responsible to keep every part of KTDMC's premises neat and clean all the time.
3. The bidder shall be responsible to provide medical fitness report of its all Janitorial staff.
4. **Duties of Janitors:**
 - 4.1. Shifting of all Scrap from Workshop to Junkyard Area.
 - 4.2. Moving and shifting of office furniture, equipment, etc.
 - 4.3. Sweeping and mopping of whole premises.
 - 4.4. Cleaning of all the floors and assets, including equipment, furniture, machinery, vehicles, plant pots, walls, roof, tube lights, pipes, ducts, signboards (inside and outside KTDMC), blinds, underground and overhead tanks, passage in front of main gate, parking areas, etc. of KTDMC, as and when required.
 - 4.5. Washing and cleaning of toilets, washbasin, sinks, etc.
 - 4.6. Disposal of garbage/waste including that of the canteen and sewerage pipes/gutters through Donkey Pumps.
 - 4.7. Any other related task assigned by KTDMC.
5. **Duties of office boy:**
 - 5.1. Serving water, tea and food to office staff.
 - 5.2. Photocopying and filing.
 - 5.3. Assist in moving & shifting of IT equipment, office equipment and furniture, etc.
 - 5.4. Cleaning of office tables, furniture's and the premises of prayer area.
 - 5.5. Any other related task assigned by KTDMC.
6. **Duties of gardener:**
 - 6.1. Responsible to maintain all the indoor/outdoor plants, trees and grass areas.
 - 6.2. Any other related task assigned by KTDMC.

D. Schedule of Requirements for Security Services

Sr. #	Item	Quantity	Delivery Schedule (Services)
1.	<p>Security Guards Supervisor The bidder shall be responsible to provide trained security manpower as per following requirement Age: Maximum 45 Yrs. Education: Matric or Equivalent. Discipline: No Major disciplinary entry in the record of service. Minimum Height; 5’-6”</p>	01 Guard Supervisor (for day shift)	Within One week after signing of Contract.
2.	<p>Security Guards The bidder shall be responsible to provide trained security manpower as per following requirement Age: Maximum 45 Yrs. Education: Minimum Middle school pass Discipline: No Major disciplinary entry in the record of service. Minimum Height; 5’-6”</p>	02 Guards (for day shift 07:00 am to 07:00 pm) 02 Guards (for night shift 07:00 pm to 07:00 am)	
3.	<p>Weapons The bidder shall possess valid arms licenses to provide semiautomatic weapons to security guards with adequate rounds of ammunition for the weapons which should be available with the guard.</p> <ul style="list-style-type: none"> i. Pistol 30 Bore Semi-automatic ii. Repeater 12 Bore single barrel pump action iii. Rifle MPS type 	03 Guns	

SCOPE OF WORK FOR SECURITY SERVICES

Karachi Tools, Dies & Moulds Centre intends to acquire Security Services for its premises, located at Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi.

1. The bidder shall be responsible for provisioning of Security Services round the clock in two shifts comprising of 12 hours of duty of each security guard.
2. The bidder shall be responsible to provide medical fitness report of its all deputed staff, twice a year.
3. Prevention of entry into KTDMC Building of any unauthorized persons into the premises of KTDMC. All authorized entrants shall be identified and checked for their bona-fides at the entry point, in accordance with the instructions of KTDMC.
4. The bidder shall be responsible for removal / carriage of material / equipment / property belonging to KTDMC and its employees from the premises of KTDMC and regulate movement thereof as per written instructions issued by the authorized officer of KTDMC.
5. The bidder shall be responsible for the Leave or absence of the manpower, the bidder shall immediately provide the manpower to KTDMC otherwise the KTDMC have the right to charge penalty in accordance with terms and conditions mentioned at General Conditions of Contract and Special Conditions of Contract.
6. In case of Replacement of any Security Guard, the bidder shall be responsible to communicate the replacement detail to the KTDMC well in advance. The replacement guard must have valid authorization letter from the bidder and shall report to KTDMC before assuming the duties of the security guard.
- 7. To take appropriate action in case of emergencies like: -**
 - 7.1. FIRE Raising of alarm and proper communication to Integral Fire Services and rescue services as required.
 - 7.2. FORCED ENTRY shall be promptly reported by the Security guard to the designated staff of KTDMC for appropriate action. Failure to report shall be deemed as culpable negligence and shall be dealt with accordingly.
 - 7.3. LAW & ORDER SITUATION shall be promptly reported to the designated staff of KTDMC and the Control Office of the Security Firm for appropriate action. All entry points will be closed under direction of KTDMC.

- 7.4. INJURIES. Arrangements of immediate medical cover for any security person injured in the premises will be the direct responsibility of the bidder and KTDMC shall not be responsible what so ever for any loss, injury/death or damage to life/property of the security staff provided.
8. The bidder shall be responsible for ensuring that all its security guards performing the services, are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties.
 9. The bidder shall be fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the KTDMC nor any of its personnel shall be held liable for either of the above in any manner.
 10. The personnel of the bidder shall not in any manner indulge in any unionism nor have any linked activity with KTDMC employees.
 11. The bidder is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the KTDMC management regarding their service matters that is the sole responsibility of the bidder.
 12. The KTDMC may refuse to accept services from any of the employees of the bidder, whose work has been found unsatisfactory or not in the accordance with the requirements of this document.

SECTION VI: STANDARD FORMS

- Form 1: Form of Bid
- Form 2: Price Schedules
- Form 3: Form of Qualification Information
- Form 4: Letter of Acceptance

Form 1: Form of Bid

Date: _____

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos: [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver [description of services] in conformity with the said Bidding Documents for the sum of [total Bid Amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITB Clause 40.1

We undertake, if our Bid is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.7.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan’s laws or official regulations.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding Documents

Dated this _____ day of _____ 20_____ .

(Name)_____ [Signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form 2: Price Schedule

The price schedule comprises of the following four services. The bidder may bid for any one or more services, mentioned below:

- A. Price Schedule for Canteen Services**
- B. Price Schedule for Transportations Services**
- C. Price Schedule for Janitorial Staff Services**
- D. Price Schedule for Security Services**

A. Price Schedule for Canteen Services

Name of Bidder Tender Number

1	2	3	4	5	6
S. No.	Description of Services (as per schedule of requirements)	Unit of Measurement (UOM)	Price per cup excluding Sales Tax (PKR)	Sales Tax (PKR)	Price per cup including Sales Tax (PKR)
01	Milk Tea One Cup of Milk Tea 150ml (60ml of milk, 90ml of water and sugar)	Cup			

Name in the capacity of Signature of Bidder:

Duly authorized to sign the Bid for and on behalf of Dated on
day of 20

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

B. Price Schedule for Transportations Services

Name of Bidder Tender Number

The Bidder shall fill the **Error! Reference source not found.**, furnished in the bidding documents, indicating the Fare per km excluding fuel charges, fuel average of vehicle, Fuel price per liter (As per OGRA), Fuel charges per km and Fare per km including fuel, for each category of vehicle it proposes to provide under the contract.

Prices quoted by the Bidder shall be inclusive of all the costs, duties, taxes, charges, etc., that the Bidder may incur to perform its obligations under the contract.

Prices quoted by the Bidder shall be subject to the following conditions and as per the following format:

Vehicle	A	B	C	$D = C \div B$	$E = A+D$	$F = E \times \text{Sales Tax \%}$	$G = E + F$
	Fare per km excluding Fuel charges	Fuel average of vehicle	Fuel Price per liter (As per OGRA)	Fuel charges per km	Total Fare per km excluding Sales Tax	Sales Tax	Total Fare per km including Sales Tax
	PKR/km	Km/liter	PKR/liter	PKR/km	PKR/km	PKR/km	PKR/km
Master Changan Karvan 7-Seater or Equivalent (Fuel average Must be 10 km/liter or above)							
Toyota Hiace 14-Seater or Equivalent (Fuel average Must be 7 km/liter or above)							
Toyota/Mazda Coaster 30-Seater or Equivalent (Fuel average Must be 5 km/liter or above)							

- A. Fare per km excluding fuel charges quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.
- B. Fuel average of vehicle quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.
- C. Fuel price per liter shall be charged in accordance with effective fuel prices at the beginning of each month of service, notified by OGRA. For the purpose of submitting the tender, the Bidder shall fill preset fuel price notified by the OGRA.
- D. Fuel charges per km shall be computed by dividing column (C) by column (B)
- E. Total Fare per km excluding Sales Tax shall be computed by aggregating column (A) and column (D)
- F. Sales Tax shall be computed by multiplying the Total Fare per km excluding Sales Tax column (E) with applicable sales tax rate, excluding Sales Tax.
- G. Total Fare per km including Sales Tax shall be computed by aggregating column (E) and column (F)

The successful Bidder shall submit invoice at the end of each month, based on the actual distance covered by each vehicle in the month and as per the fuel prices notified by OGRA at the beginning of each month.

The Bidder shall quote the prices of service according to the schedule of requirements and specifications as provided in **Error! Reference source not found.** of this document. The specifications of services, different from the required specifications, shall straightway be rejected.

Name in the capacity of Signature of Bidder:

Duly authorized to sign the Bid for and on behalf of Dated on
 day of 20

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

C. Price Schedule for Janitorial Staff Services

Name of Bidder Tender Number

A	B	C	D	E = C x D	F	G = E + F
S. No.	Description of Services (As per schedule of requirements)	No of workers	Monthly Rate per worker excluding Sales Tax (PKR)	Total Amount per month excluding Sales Tax (PKR)	Sales Tax (PKR)	Total Amount per month including Sales Tax (PKR)
01	Working Supervisor for Janitors	1				
02	Janitors	4				
03	Office boy	1				
04	Gardener	1				
Grand Total per month (PKR)		7				

Name in the capacity of Signature of Bidder:

Duly authorized to sign the Bid for and on behalf of Dated on
day of 20

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

D. Price Schedule for Security Services

Name of Bidder Tender Number

A	B	C	D	E = C x D	F	G = E + F
S. No.	Description of Services (As per schedule of requirements)	No. of Security Guards	Monthly Rate per Security Guard excluding Sales Tax (PKR)	Total Amount per month excluding Sales Tax (PKR)	Sales Tax (PKR)	Total Amount per month including Sales Tax (PKR)
01	Security Guards Supervisor with Weapon (For day shift 07:00 am to 07:00 pm)	1				
02	Security Guards with Weapon (For day shift 07:00 am to 07:00 pm)	2				
03	Security Guards with Weapon (For night shift 07:00 pm to 07:00 am)	2				
Grand Total		5				

Name in the capacity of Signature of Bidder:

Duly authorized to sign the Bid for and on behalf of Dated on
day of 20

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Form 3: Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1. Constitution or legal status of Bidder: [attach copy]

Place of registration: [insert]

Principal place of business: [insert]

Power of attorney of signatory of Bid: [attach]

“A” The Canteen services provider must meet the following criteria

Sr. No.	Requirements	Supporting Evidence	Evidence attached (Yes / No)
1	The Applicant must be registered with Income Tax and Sales Tax Departments.	Certificate of registration with Income Tax & Sales Tax required.	
2	The Applicant must be on Active Tax Payer List maintained by FBR.	Verification shall be done using FBR Online Verification (Copy required)	
3	The Applicant must have the minimum (5) years of experience in providing similar services.	Certificate of incorporation or certification of registration with FBR and Minimum 5 orders Copies of contracts or service orders issued by clients (One of them should be 5 year earlier)	
4	A signed and stamped undertaking is required by the applicants that their supply/services completely complies with all the requirements mentioned in the Schedule of Requirement.	Signed and stamped on Form of Bid or a letter required on company Letter-head.	
5	The Applicant must not be blacklisted by any government or bi-lateral/multi-lateral financial institution/any organizations.	Applicant Declaration on stamp paper required	
6	The Applicant must have Food Business License	Copy of License issued by Sindh Food Authority required	

We, the undersigned declare that the information contained in and attached to this form is true and accurate as of the date of bid submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

“B” The Transportation service provider must meet the following criteria

Sr. No.	Requirements	Supporting Evidence	Evidence attached (Yes / No)
1	The Applicant must be registered with Income Tax and Sales Tax Departments.	Certificate of registration with Income Tax & Sales Tax required.	
2	The Applicant must be on Active Tax Payer List maintained by FBR.	Verification shall be done using FBR Online Verification (Copy required)	
3	The Applicant must have the minimum (5) years of experience in providing similar services.	Certificate of incorporation or certification of registration with FBR and Minimum 5 orders Copies of contracts or service orders issued by clients (One of them should be 5 year earlier)	
4	A signed and stamped undertaking is required by the applicants that their supply/services completely complies with all the requirements mentioned in the Schedule of Requirement.	Signed and stamped on Form of Bid or a letter required on company Letter-head.	
5	The Applicant must not be blacklisted by any government or bi-lateral/multi-lateral financial institution/any organizations.	Applicant Declaration on stamp paper required	
6	The Applicant must have Contract Carriage Permit from Provincial/Regional Transport Authorities.	Copy of Permit from Provincial/Regional Transport Authority required	

We, the undersigned declare that the information contained in and attached to this form is true and accurate as of the date of bid submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

“C” Janitorial Staff Services provider must meet the following criteria

Sr. No.	Requirements	Supporting Evidence	Evidence attached (Yes / No)
1	The Applicant must be registered with Income Tax and Sales Tax Departments.	Certificate of registration with Income Tax & Sales Tax required.	
2	The Applicant must be on Active Tax Payer List maintained by FBR.	Verification shall be done using FBR Online Verification (Copy required)	
3	The Applicant must have the minimum (5) years of experience in providing similar services.	Certificate of incorporation or certification of registration with FBR and Minimum 5 orders Copies of contracts or service orders issued by clients (One of them should be 5 year earlier)	
4	A signed and stamped undertaking is required by the applicants that their supply/services completely complies with all the requirements mentioned in the Schedule of Requirement.	Signed and stamped on Form of Bid or a letter required on company Letter-head.	
5	The Applicant must not be blacklisted by any government or bi-lateral/multi-lateral financial institution/any organizations.	Applicant Declaration on stamp paper required	
6	Existing clientage in public and commercial sector	At least 05 Existing client’s copies should be required for confirmations and at least 01 contract shall be in Korangi Karachi	

We, the undersigned declare that the information contained in and attached to this form is true and accurate as of the date of bid submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

“D” The Security Services provider must meet the following criteria

Sr. No.	Requirements	Supporting Evidence	Evidence attached (Yes / No)
1	The Applicant must be registered with Income Tax and Sales Tax Departments.	Certificate of registration with Income Tax & Sales Tax required.	
2	The Applicant must be on Active Tax Payer List maintained by FBR.	Verification shall be done using FBR Online Verification (Copy required)	
3	The Applicant must have the minimum (5) years of experience in providing similar services.	Certificate of incorporation or certification of registration with FBR and Minimum 5 orders Copies of contracts or service orders issued by clients (One of them should be 5 year earlier)	
4	A signed and stamped undertaking is required by the applicants that their supply/services completely complies with all the requirements mentioned in the Schedule of Requirement.	Signed and stamped on Form of Bid or a letter required on company Letter-head.	
5	The Applicant must not be blacklisted by any government or bi-lateral/multi-lateral financial institution/any organizations.	Applicant Declaration on stamp paper required	
6	Must have Valid Membership with Security Agencies Association (APSAA)	Attested Copies of the Membership	
7	Valid registration of company with SECP	Copy of certificate of incorporation.	
8	Valid NOC from Ministry of Interior/Provincial Home Department for providing security services in the country	Attested Copies of valid NOC	

We, the undersigned declare that the information contained in and attached to this form is true and accurate as of the date of bid submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form 4: Letter of Acceptance

[Letter head paper of the Procuring Agency]

Date: _____ [dd/mm/yyyy]

To: [name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with ITB 40.1.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Copy: Appointing Authority and Supplier

PART-B: CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT (GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

Definitions

1.	Definitions	1.1.	The following words and expressions shall have the meanings hereby assigned to them:
		(a)	“Authority” means Public Procurement Regulatory Authority.
		(b)	The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 18 hereunder.
		(c)	The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		(d)	The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.
		(e)	“Completion” means the execution of the Contract by the Supplier in accordance with the terms and conditions set forth in the contract.
		(f)	The “Contract Rate” is the rate/price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		(g)	“Defective Goods or Services” are those goods or services which are below standards, requirements or specifications stated by the Contract.
		(h)	“Delivery” means the transfer of the goods from the supplier of equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
		(i)	“Procuring Agency” means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Related service, as named in SCC.
		(j)	“GCC” mean the General Conditions of Contract contained in this section.
		(k)	“SCC” means the Special Conditions of Contract.
		(l)	“Supplier” means the individual private or government entity or a combination of the above that’s Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the

			supplier and shall be named in the SCC.
		(m)	“Title Name” means the name of the title stated in SCC.
		(n)	“Day” means calendar day.
		(o)	“Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		(p)	<p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
		(q)	“Specification” means the Specification of their Services and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
		(r)	The “Supplier's Bid” is the completed Bid document submitted by the Supplier to the Procuring Agency.
Application and interpretation			
2.	Application and interpretation	2.1.	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2.	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated;

			references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3.	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Specifications (6) Contractor's Bid, and (7) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
Governing Language			
3.	Governing Language	3.1.	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC.
Applicable Law			
4.	Applicable Law	4.1.	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
Standards			
5.	Standards	5.1.	The Services provide under this Contract shall conform to the standards mentioned in the Schedule of requirements.
Patent and Copy Rights			
6.	Patent and Copy Rights	6.1.	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of their Services or any part thereof in Pakistan.
		6.2.	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
Performance Security (or Guarantee)			
7.	Performance Security (or Guarantee)	7.1.	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in

			the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
		7.2.	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		7.3.	The Performance Security (or guarantee) shall be in the form of Pay-Order or Bank Guarantee.
		7.4.	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract.
Payment			
8.	Payment	8.1.	Upon of the delivery of their Services, payments shall be made promptly by the Procuring Agency, within fifteen (15) days after submission of an invoice, in Pakistan Rupees.
		8.2.	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Service delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
		8.3.	The currency of payment shall Pakistan Rupees.
Prices			
9.	Prices	9.1.	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e., inclusive of the all costs (freight, handling, insurance, customs, duties, taxes, loading/unloading, etc., if any) incidental to delivery at KTDMC.
Contract Amendments			
10.	Contract Amendments	10.1.	Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
Delays in the Supplier's Performance			
11.	Delays in the Supplier's Performance	11.1.	Delivery of their Services and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		11.2.	If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of their Services and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable

			after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.	
		11.3.	Except as provided under GCC Clause 14, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 12, unless an extension of time is agreed upon pursuant to GCC Clause 11.2 without the application of liquidated damages.	
Liquidated Damages				
12.	Liquidated Damages	12.1.	Subject to GCC Clause 14, if the Supplier fails to deliver any or all of their Services or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of their delayed Services or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 13.	
Termination for Default				
13.	Termination for Default	13.1.	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.	
		13.2.	Fundamental breaches of Contract shall include, but shall not be limited to the following:	
			(a)	the Supplier fails to deliver any or all of their Services within the period(s) specified in the Contract
			(b)	the Supplier fails to perform any other obligation(s) under the Contract;
			(c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
			(d)	the supplier has abandoned or repudiated the contract.
(e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a			

			reconstruction or amalgamation;
		(f)	the Procuring Agency gives Notice that their Services delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		(g)	if the Procuring Agency determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:
			“Corrupt and Fraudulent Practice” means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		13.3.	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 12.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
Termination for Force Majeure			
14.	Termination for Force Majeure	14.1.	Notwithstanding the provisions of GCC Clauses 11, 12, and 13, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, ‘ Force Majeure ’ means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
		14.2.	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force

			Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier 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.
Termination for Insolvency			
15.	Termination for Insolvency	15.1.	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
Termination for Convenience			
16.	Termination for Convenience	16.1.	The Procuring Agency, by written notice sent to the Supplier, 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 Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		16.2.	Their Services that are complete and ready for deliver within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Services, the Procuring Agency may elect:
			(a)
		(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially Service completed and their previous service provide by the Supplier.
Disputes Resolution			
17.	Disputes Resolution	17.1.	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.

		17.2.	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
Procedure for Disputes Resolution			
18.	Procedure for Disputes Resolution	18.1.	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		18.2.	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
Replacement of Arbitrator			
19.	Replacement of Arbitrator	19.1.	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
Notices			
20.	Notices	20.1.	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		20.2.	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
Taxes and Duties			
21.	Taxes and Duties	21.1.	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		21.2.	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		21.3.	The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of their contracted Services to the Procuring Agency.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC															
Definitions (GCC 1)																	
1.	1.1(i)	The Procuring Agency is: Karachi Tool, Dies & Moulds Centre															
2.	1.1(l)	The Supplier is: <i>[Name and address]</i>															
3.	1.1(m)	The title of the subject procurement is: Hiring of Contractors for Canteen, Transportation, Janitorial Staff and Security Services															
Governing Language (GCC 3)																	
4.	3.1	The Governing Language shall be: English															
Applicable Law (GCC 4)																	
5.	4.1	The Applicable Law shall be: Laws of the Pakistan															
Performance Security (or guarantee) (GCC 7)																	
6.	7.1	<p>The Performance Security (or guarantee), valid for 12 months, shall be:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Service</th> <th style="text-align: center;">Performance Guarantee “PKR”</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Canteen Service</td> <td>One Hundred Thousand only (100,000/-)</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Transportation Service</td> <td>Two Hundred Thousand only (200,000/-)</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Janitorial Staff Service</td> <td>One Hundred Thousand only (100,000/-)</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Security Service</td> <td>One Hundred Thousand only (100,000/-)</td> </tr> </tbody> </table>	S. No.	Service	Performance Guarantee “PKR”	1.	Canteen Service	One Hundred Thousand only (100,000/-)	2.	Transportation Service	Two Hundred Thousand only (200,000/-)	3.	Janitorial Staff Service	One Hundred Thousand only (100,000/-)	4.	Security Service	One Hundred Thousand only (100,000/-)
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4.	Security Service	One Hundred Thousand only (100,000/-)															
Payment (GCC Clause 8)																	
7.	8.1	Upon the delivery of their Services, payments shall be made promptly by the Procuring Agency, within fifteen (15) days after submission of an invoice, in Pakistan Rupees.															
Liquidated Damages (GCC Clause 12)																	
8.	12.1	<p>Applicable rate: One tenth of one percent of the price of each services not timely delivered for each calendar day</p> <p>Maximum deduction: is equal to the performance security.</p>															
Notices (GCC Clause 20)																	
9.	20.1	<p>— Procuring Agency’s address for notice purposes: Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan</p> <p>—Supplier’s address for notice purposes:</p>															

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of 20__ between [name and address of Procuring Agency] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain Related Services, viz., [brief description of their services] and has accepted a Bid by the Supplier for the supply of those Related Services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Special Conditions of Contract;
 - (e) the General Conditions of the Contract;
 - (f) the Procuring Agency’s Letter of Acceptance; and
 - (g) [add here: any other documents]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Related 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 Supplier in consideration of the provision of the Related 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 Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

Signed, sealed, delivered by the (for the Procuring Agency)

Witness to the signatures of the Supplier:

Performance Security (or guarantee) Form

To: [name of Procuring Agency]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated [insert date] to delivery [description of their services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF THEIR SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Dated: _____

Contract Number: _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

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

[Buyer]: _____

[Seller/Supplier]: _____