

TENDER DOCUMENT
Supply, Installation, Commissioning and Trial Run of
Bladder's Machinery & Equipment
For
Sports Industries Development Centre (SIDC), Sialkot



**Small & Medium Enterprises Development
Authority (SMEDA)**

Tender No.: SMEDA/OM-RO-SIDC/011

Issued on November 26, 2025

**Tender Document
for
Supply, Installation, Commissioning and Trial Run of Bladder's
Machinery & Equipment**

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PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION FOR BIDS

Small & Medium Enterprises Development Authority (SMEDA)

Tender No. SMEDA/OM-RO-SIDC/011

For

Supply, Installation, Commission and Trial Run of Bladder's Machinery & Equipment

Invitation for Bids

1. SMEDA invites electronic bids, from **eligible bidders**, for Supply, Installation, Commissioning and Trial Run of Bladder's Machinery & Equipment for Sports Industries Development Centre (SIDC) Sialkot, registered with Income Tax and Sales Tax Departments and are on Active Taxpayers List of the FBR.
2. The Centre has received funding from the Export Development Fund (EDF), Government of Pakistan for Upgradation of SIDC, a part of which is to be used for the procurement, installation, commissioning and trial run of Bladder's Machinery & Equipment.
3. The bidding shall be conducted in line with the Single Stage Two Envelop Procedure prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders registered on the EPADS.
4. All bids must be accompanied by a Bid Security in the form of Bank Guarantee/Pay Order/Demand Draft amounting to Rs. 500,000/-. Scanned copy of Bid Security must be uploaded on EPADS along with bid submission. Original Bid Security must be submitted at the address given below prior to the bid opening date and time.
5. The electronic bids (Technical and Financial) prepared in accordance with the instructions prescribed in the electronic bidding document must be submitted through EPADS on or before *December 16, 2025 by 12:30 PM*. Electronic bids will be opened by using EPADS on the same day at *01:00 PM* at the address of Procuring Agency.
6. Electronic Tender Document containing detailed requirements, terms and conditions is available for the registered bidders on EPADS, SMEDA and SIDC websites at www.eprocure.gov.pk, www.smeda.org.pk and www.sidc.org.pk respectively.

**General Manager – Outsourcing Management Division
(Procuring Division: Regional Operations/SIDC, Sialkot)**

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road, Lahore

Tel: 042-111-111-456

Website: www.smeda.org.pk

SECTION II: INSTRUCTIONS TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring agency, as indicated in the Bid Data Sheet (BDS) invites Bids for Works as specified in the BDS. The name and identification of this National Competitive Bidding process are specified in BDS.
2. Source of Funds	2.1	Source of funds as referred in Bid Data Sheet.
3. Eligible Bidders	3.1	A bidder may be a company or firm or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, 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 or consortium shall nominate a Lead Member, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium 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 or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer
	3.3	Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid.
	3.4	The invitation for bids is open to all prospective bidders subject to any provisions of statutory body established for that particular trade or business.
	3.5	<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/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or

		<p>c) The works to be executed are resulting from or directly related to consulting services for the preparation or implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;</p> <p>d) have controlling shareholders in common; or</p> <p>e) receive or have received any direct or indirect subsidy from any of them; or</p> <p>f) have the same legal representative for purposes of this Bid; or</p> <p>g) 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/Employer regarding this Bidding process; or</p> <p>h) Submit more than one bid in this bidding process.</p>
	3.6	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(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> <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 a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;</p> <p>(e) The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p>
	3.7	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.
4. One Bid per Bidder	4.1	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.
	4.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.
5. Cost of Bidding	5.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. BIDDING DOCUMENTS		
6. Contents of Bidding Documents	6.1	<p>The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 8.2 include:</p> <p>Section II - Instructions to Bidders (ITBs) Section III - Bid Data Sheet (BDS) Section IV - Eligibility and Evaluation Criteria Section V - Standard Bidding Forms & Schedule to Bids Section VI - General Conditions of Contract (GCC) Section VII - Special Conditions of Contract (SCC) Section VIII - Contract Forms</p>
	6.2	The Procuring agency is not responsible for the completeness of the bidding documents and their addenda, if they were not the signed pdf version downloaded from the website of the Procuring agency or the Authority's website or e-Procurement System as the case may be.
	6.3	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed 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.
7. Clarification of Bidding Document, Pre-bid Meeting	7.1	A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency on EPADS.
	7.2	The Procuring agency will within three (3) working days after receiving the request for clarification, respond on EPADS 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 . The response of procuring agency will also be uploaded on EPADS.
	7.3	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 as prescribed under ITB 08 .
	7.4	If indicated in the BDS , the bidder or his 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.
	7.5	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 8 . Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
	7.6	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for portion of construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	7.7	The bidder and any of its authorized personnel will be granted permission by the Procuring agency to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

8. Amendment of Bidding Documents	8.1	<p>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.</p>
	8.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to ITB 6.1 and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement.</p> <p><i>Provided that the bidder who had either already submitted their bid on EPADS prior to the issuance of 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.</i></p>
	8.3	<p>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:</p> <p><i>Provided that the Procuring agency shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.</i></p>

C. PREPARATION OF BIDS

9. Language of Bid	9.1	<p>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. 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.</p>
10. Documents	10.1	<p>The bid prepared by the bidder shall constitute the following</p>

Establishing Eligibility of Machinery, Equipment and Works, their Conformity to Bidding Documents	<p>components: -</p> <ul style="list-style-type: none"> a) Documentary evidence established in accordance with ITB 10 that the machinery, equipment and works to be provided by the Bidder are eligible material, equipment and works, and conform to the Bidding Documents; b) Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Commissioning and Installation works; c) Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with ITB 13 and 14; e) Technical Proposal completed in all aspects in accordance with ITB-16. f) Bid security furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid
10.2	<p>In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.</p>
10.3	<p>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 machinery, equipment and works which the bidder proposes to execute.</p>
10.4	<p>The documentary evidence of conformity of the machinery, equipment and works to the Bidding Documents may be in the form of literature, drawings, and specification, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the program, design, drawings, schedule of work and specifications; b) an item-by-item commentary on the Procuring agency / Employer's Technical Specifications demonstrating substantial responsiveness of the machinery, equipment and works to those specifications. c) any other procurement specific documentation requirement if stated in the BDS.

	10.5	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.
11. Documents Establishing Eligibility of the Bidder	11.1	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.
	11.2	<p>The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency that:</p> <ul style="list-style-type: none"> a) The bidder has the financial and technical capability necessary to perform the Contract, meets the eligibility criteria specified in Section-IV, Eligibility and Evaluation Criteria. b) That the bidder meets the eligibility criteria listed in Section-IV, Eligibility and Evaluation Criteria.
12. Letter of Bid and Schedules	12.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, shall be prepared using the relevant forms furnished in Standard Bid Forms and schedules to bid. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 19.1 . All blank spaces shall be filled in with the information requested.
13. Letter of Bid	13.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms and schedules to bid must be completed without any alterations to its format and no substitute shall be accepted.
14. Bid Prices	14.1	The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
	14.2	Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
	14.3	The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data, keeping in view composite estimated cost of each item.
15. Currencies of	15.1	The currency(ies) of the bid and the currency(ies) of

Bid and Payment		payments shall be as specified in the BDS .
16. Documents Comprising the Technical Proposal	16.1	The bidder shall furnish documents as per Standard Bidding Forms, Schedules to Bid including proposed program of works and any other information as stipulated in Section V of this document, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
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 on EPADS. The Bid Security provided under ITB 18 shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his 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 10.1 unless otherwise specified in the BDS , the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount determined by the Procuring agency and in the amount and currency specified in the BDS .
	18.2	The Bid Security is required to protect the Procuring agency against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to ITB 18.9 .
	18.3	The Bid Security shall be in the form specified in the BDS .
	18.4	The Bid Security shall be in accordance with the Form of the Bid Security included in Section V .
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any bid not accompanied by a Bid Security in accordance with

		ITB 18.1 or 18.3 shall be rejected by the Procuring agency and shall be declared as non-responsive bid, pursuant to ITB 28.3 .
	18.7	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/Employer 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 guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) The rejection by the Procuring agency/Employer of all Bids; (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.
	18.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 37 , or furnishing the performance security (or guarantee), pursuant to ITB 38 .
	18.9	The Bid Security may be forfeited: <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> 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 ii) Does not accept the correction of errors pursuant to ITB 26.2; or b) In the case of a successful bidder, if the bidder fails: <ul style="list-style-type: none"> i) to sign the contract in accordance with ITB 37; or ii) to furnish performance security (or guarantee) in accordance with ITB 38.
19. Withdrawal of Bids	19.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been uploaded on EPADS by sending a written notice through EPADS, duly signed by an authorized representative.
	19.2	Bids requested to be withdrawn in accordance with ITB 19.1 shall be returned unopened to the bidders.
20. Format and	20.1	The Bidder shall prepare his bid as indicated in Section V.

Signing of Bid		
D. SUBMISSION OF BIDS		
21. Sealing and Marking of Bids	21.1	Bidding procedure shall be as per Rule 36(b) of PPR 2004 i.e. Single Stage Two Envelop Procedure. The Bid shall comprise two PDF Files uploaded simultaneously, one called the Technical Proposal and the other Financial Proposal. Both PDF Files to be uploaded separately.
	21.2	<p>The PDF file of Technical Proposal and Financial Proposal shall:</p> <ul style="list-style-type: none"> a) bear the name and identification number of the contract as defined in the Section I. b) PDF file of Technical Proposal shall mark a warning not to open before the time and date for bid opening, pursuant to ITB 24.1. c) PDF file of Financial Proposal shall mark a warning not to open with technical proposal.
22. Deadline for Submission of Bids	22.1	Bids shall be uploaded on EPADS no later than the date and time specified in the BDS .
	22.2	The Procuring agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8 , 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. Substitution and Modification of bids	23.1	A bidder may substitute or modify his bid after it has been uploaded, provided that written notice of the substitution or modification of the bid, is received through EPADS prior to the deadline for submission of bids.
	23.2	Revised bid may be uploaded after the substitution or modification made in the original bid in accordance with the provisions referred in ITB 19 .
E. OPENING AND EVALUATION OF BIDS		
24. Opening of Bids	24.1	The Procuring agency will open all bids through EPADS, 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 an attendance sheet as a proof of their attendance.
	24.2	First, PDF file marked " WITHDRAWAL " shall be opened and read out and the PDF file with the corresponding bid shall not be

		opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal is uploaded on EPADS and is read out at bid opening.
	24.3	Second, PDF file marked “ SUBSTITUTION ” shall be opened and shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the bidder unopened. No PDF file shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution is uploaded on EPADS and is read out and recorded at bid opening.
	24.4	Next, PDF file marked “ MODIFICATION ” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification is uploaded on EPADS and is read out and recorded at the opening of the bids. The PDF files of Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. The PDF files of Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	24.5	The Procuring agency will open the Technical Proposals through EPADS at the address, date and time in the presence of bidders’ designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The PDF file of Financial Proposals will remain unopened until the specified time of their opening.
	24.6	The PDF file of the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security; and (d) Any other details as the Procuring agency may consider appropriate.
	24.7	No bid will be rejected at the time of bid opening.
	24.8	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.
	24.9	After the uploading of technical evaluation report on EPADS, the Procuring agency, shall at a time within the bid validity period, open the financial proposals of only technically responsive bidders through EPADS on the date and time at the address given in BDS . The financial proposal of bidders found technically non-

		responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee.
25. Confidentiality	25.1	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 uploading of the respective evaluation report on EPADS.
	25.2	Any effort by a bidder to influence the Procuring agency processing of bids or award decisions may result in the rejection of its bid.
	25.3	Notwithstanding ITB 25.2 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 through EPADS.
26. Clarification of Bids	26.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing through EPADS. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency shall not be considered.
	26.2	The request for clarification and the response shall be in electronic forms to be uploaded on EPADS. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency during the evaluation of bids.
	26.3	The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid: <ol style="list-style-type: none"> Eligibility & evaluation criteria; required scope of work; contract price; all securities requirements; tax requirements; terms and conditions of bidding documents. change in the ranking of the bidder
	26.4	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 electronic forms through EPADS that provide record of the content of communication.

27. Preliminary Examination of Bids	27.1	<p>Prior to the detailed evaluation of bids, the Procuring agency/Employer 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 determination of a bid's substantial responsiveness will be based on the contents of the bid itself.</p>
	27.2	<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 Works; b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer'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.
	27.3	<p>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.</p>
	27.4	<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>
	27.5	<p>If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.</p>

28. Examination of Terms and Conditions; Technical Evaluation	28.1	<p>The Procuring agency/Employer 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.</p> <p>For this purpose:</p> <p>“Deviation” means departure from the requirements specified in the Bidding Document.</p> <p>“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.</p>
	28.2	<p>The Procuring agency shall evaluate the technical aspects of the bid submitted in accordance with ITB 29, to confirm that all requirements specified in Section V of the Bidding Documents have been met without material deviation or reservation.</p>
	28.3	<p>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 31.1, it shall reject the bid.</p>
29. Evaluation of Bids	29.1	<p>The Procuring agency shall evaluate and compare only the bids determined to be substantially responsive, pursuant to ITB 30.</p>
	29.2	<p>In evaluating the Technical Proposal of each Bid, the Procuring agency shall use the eligibility and evaluation criteria prescribed in Section IV. No other evaluation criteria shall be permitted.</p>
30. Determination of Most Advantageous Bid	30.1	<p>The Procuring agency shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.</p>
31. Qualification of Bidder	31.1	<p>The Procuring agency shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet or meets the eligibility and evaluation criteria specified in Section IV.</p>
	31.2	<p>The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to ITB 11.</p>

	31.3	Prior to contract award, the Procuring agency will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency will conduct the same verification for each sub-contractor proposed by the successful bidder.
32. Sub-Contractors	32.1	The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

F. AWARD OF CONTRACT

33. Criteria of Award	33.1	Subject to ITB 30 and 31 , the Procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Most Advantageous Bidder, 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 c) Successful negotiations have been concluded, if any.
34. Negotiations	34.1	The Committee of the Procuring agency may negotiate with the Most Advantageous Bidder relating to the following areas: <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of works; (b) Methodology, work plan, staffing in view to streamline the work; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	34.2	Where negotiation fails to result into an agreement, the Procuring agency may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

35. Procuring agency Right to reject All Bids	35.1	Notwithstanding ITB 31 , the Procuring agency reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s). However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.
	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. Notification of Award	36.1	Prior to the award of contract, the Procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	36.2	Where no complaints have been lodged through EPADS, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period on EPADS that provides record of the content of communication. However, the Procuring agency shall not award any procurement contract at least for fifteen (15) days after the acceptance of bid. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	36.3	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 38 and signing of the contract in accordance with ITB 37 .
	36.4	Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to ITB 38 , 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 bidder(s) pursuant to ITB 18 .
37. Signing of Contract	37.1	Promptly after notification of award, Procuring Agency / Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	37.2	Immediately after the Redressal of grievance by the GRC, and

		after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring Agency / Employer shall sign the contract.
38. Performance Security (or Guarantee)	38.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency a Performance 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.
	38.2	The Performance Guarantee provided by the successful bidder shall be in the form specified in the BDS .
	38.3	Failure of the Most Advantageous Bidder to comply with the requirement of ITB 38 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).
39. General Performance of the Bidders	39.1	The Procuring agency reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
40. Corrupt & Fraudulent Practices	40.1	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.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

41. Constitution of Grievance Redressal	41.1	Procuring agency shall constitute and upload a Grievance Redressal Committee (GRC), on EPADS, 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.
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42. GRC Procedure	42.1	Any party can file its written complaint on EPADS 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.
	42.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	42.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	42.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.
	42.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	42.6	Any bidder or the Procuring agency/Employer 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.
	42.7	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.
	42.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.
	42.9	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.
	42.10	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.

G. MECHANISM OF BLACKLISTING

43. Mechanism of Blacklisting	43.1	<p>The Procuring agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <p>Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</p> <ul style="list-style-type: none"> i) Fails to perform his contractual obligations; and ii) Fails to abide by the id securing declaration;
	43.2	<p>The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring agency/Employer proposes to debar the bidder or contractor from participating in any public procurement of the Procuring agency/Employer; and (c) the statement, if needed, about the intention of the Procuring agency/Employer to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p>
	43.3	<p>The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.</p>
	43.4	<p>In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring agency/Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring agency/Employer shall decide the matter on the basis of available record and personal hearing, if availed.</p>
	43.5	<p>In case the bidder or contractor submits written reply of the show cause notice, the Procuring agency/Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p>
	43.6	<p>The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency/Employer for personal hearing. The designated officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.</p>
	43.7	<p>The Procuring agency/Employer shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.</p>

	43.8	The Procuring agency/Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	43.9	Such blacklisting or barring action shall be communicated by the Procuring agency/Employer to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Procuring agency/Employer.
	43.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition.
	43.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Procuring agency/Employer. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	43.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III:
BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the procurement of works 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.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	<p>Name of Procuring agency: SMEDA/SIDC</p> <p>The subject of procurement is: Supply, Installation, Commissioning and Trial Run of following Bladder's manufacturing Machinery & Equipment; Two Roll Mixing Mill, Bladder Vulcanizing Presses, Single Day light Hydraulic Press, Bladder Forming Presses, Bladder Forming/Cutting Dies, Nozzle Die, Valve Die.</p> <p>Period for completion of work: 120 days</p> <p>Commencement date of execution of the works: 14 days after signing the contract</p> <p>Type of Procurement <i>National competitive bidding</i></p>
2.	2.1	<p>Financial year for the operations of the Procuring agency: 2025-26</p> <p>Name of Project: Sports Industries Development Centre (SIDC), Sialkot</p> <p>Name of financing institution: Export Development Fund (EDF)</p> <p>Budget Provision/Estimated Cost: Rs. 21.145 Million</p>

B. Bidding Documents

3.	7.4	<p>Pre-bid meeting will be held on:</p> <p>Venue: Sports Industries Development Centre (SIDC) 14 Kms, Motra, Adjacent Imam Bukhari University, Sialkot Road, Daska (District Sialkot)</p> <p>Time: 11:30 AM</p> <p>Date: December 9, 2025</p> <p>Contact Person: Project Director, SIDC</p>
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C. Preparation of Bids

4.	9.1	The Language of all correspondences and documents related to the Bid is: English
5.	15.1	The currency of the Bid shall be <i>Pak Rupees</i> ;
6.	17.1	The Bid Validity period shall be 120 days.
7.	18.1	The amount of Bid Security shall be PKR. 500,000/-
8.	18.3	The Bid Security shall be in the form of Bank Guarantee/Demand Draft/Pay Order

D. Submission of Bids

9.	22.1	The deadline for Bid uploading is; a) Date: December 16, 2025 b) Time: 12:30 PM
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E. Opening and Evaluation of Bids

10.	24.1	The Bid opening shall take place through EPADS at: Small & Medium Enterprises Development Authority (SMEDA) 4 th Floor, Building No. 3, Aiwan-e-Iqbal Complex Egerton Road, Lahore. Date: December 16, 2025 Time: 01:00 PM
11.	33.3	The bids shall be quoted in Pak Rupees
12.	34	Evaluation Techniques Single Stage Two Envelop Method under Quality and Cost Based Selection (QCBS) as per eligibility and evaluation criteria given in Section IV

F. Award of Contract

13.	38	The Performance Guarantee shall be <i>5 percent of the Contract Price</i> . The Performance Security (or guarantee) shall be in the form of Bank Guarantee
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SECTION IV

ELIGIBILITY AND EVALUATION CRITERIA

Section IV. Eligibility and Evaluation Criteria

Eligibility / Mandatory Requirements:

The Bidder must comply with following mandatory requirements and accordingly provide the documents along with bids:

- Registration of bidder in SECP, if type of incorporation is Company.
- Minimum 5 years relevant experience.
- Income Tax & Sales Tax Certificates.
- Be on Active Taxpayer List (ATL) of the Federal Board of Revenue (FBR).
- Undertaking on legal stamp paper of minimum of Rs. 100 that (i) the Company is neither debarred by any Govt. department nor included in blacklisted bidders list displayed on Authority website.
- Undertaking on prescribed format that “Blacklisting Policy of SMEDA 2023 and its provisions have been read and accepted.
- Proof of Financial stability, minimum average Rs. 10 million turnover of last two financial years (Provide, Audited Accounts / Bank statements or Income Tax returns, of last two year).
- Any other document which the interested bidder may consider necessary for the work/bid.

Evaluated Bid Price

- In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
 - Making any correction for arithmetic errors.
 - Making an appropriate price adjustment for any other acceptable variation or deviation.
 - Making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
 - Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

Evaluation Methods:

- Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.
- Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

Weightage for Evaluation:

Bids will be evaluated on 70:30 ratio, 70% of obtained marks for technical and 30% for financial, for complete scope of works.

Technical Evaluation Proforma:

Sr. No.	Attributes	Max. Marks	Requirement
1	Total experience of the Firm. (No. of years since its registration / incorporation)	25	Maximum Marks will be assigned to the bidder having 10 years or above of experience. Relative Marking for others. Attach: NTN, or Firm/ Company incorporation certificate or Any other
2	Successful completion of reference able projects of similar nature within 10 years. (Including Govt. projects)	35	Maximum Marks will be assigned to bidder who has successfully completed 5 or more number of Projects. Rest will be evaluated on relative marking. Attach: Work Order / Completion Certificates
3	Financial Strength	20	Highest marks for average Rs. 15 Mn Turnover or above of last three financial years, relative marking for others. Attach: Annual Audited Accounts / Bank Statement or Tax Return of last 3 years.
4	Project Team / Qualified Team	20	Maximum Marks will be assigned to bidders with: 1 Project Manager; Qualification: Master/Graduate with minimum 5 years of relevant experience. (5 Marks) 2 Engineers; Qualification: Mechanical/Electrical Engineering (PEC registered) or B. Tech. with minimum 5 years relevant experience. (10 Marks) 2 Diploma Holders; Qualification: DAE with minimum 5 years relevant experience. (4 Marks) 1 Technician; Minimum 2 years relevant experience. (1 Marks) Rest will be evaluated on relative marking. Attach: Detail of Project team along with CVs
	TOTAL	100	

Cut-off level: At least 70% of obtained Marks will be required to qualify technically and subsequent eligibility for participation in the financial evaluation. Financial Bids of bidders scoring less than 70% of obtained marks in the Technical Evaluation would be returned unopened.

Technical Bid: 70%, Financial Bid: 30%

1- Technical Marks obtained by Firm X 70% = _____

2- Minimum Bid (M) / The Bid value (B) X W (30%) = _____

(Relative Percentage)

M → Minimum Bid, B → Bid Value, W → Weightage

Total Score = Technical Bid Score + Financial Bid Score

Bidder with highest Total Score would be considered as successful bidder.

Bidders are required to submit the necessary documentary evidence to support the requirements prescribed above.

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents.

Note:

Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. No part/software to be manufactured/developed in India or Israel.

SECTION V: STANDARD BIDDING FORMS & SCHEDULES TO BID

FORM OF BID

(LETTER OF BID)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of
(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF UNDERTAKING FOR BLACKLISTING POLICY

UNDERTAKING

I _____ CNIC _____ Proprietor/ Director/ partner
of M/s _____

Address _____ do hereby undertake as follows:

That M/s _____ have submitted bid for (Name of work _____) advertised by SMEDA to be opened on _____.

That Blacklisting Policy of SMEDA 2023 and its provisions have been read and accepted as a part and parcel of the bidding documents/contract.

That I am duly authorized to give this undertaking on behalf of the Bidder M/s _____ that above facts are true to the best of my knowledge and nothing is concealed.

Stamp: _____
Name: _____
Designation: _____
Cell: _____
Email: _____

Witness-1:

(Name, Title and Address)

Witness-2:

(Name, Title and Address)

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works

SCHEDULE - A
PART 1
PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the General Conditions of Contract, Special Conditions of Contract together with the Specifications and Drawings, if any.
- 1.2 The bidder may submit the bids for the whole or part of the Works as described in these Bidding Documents.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Rates and Prices

- 3.1 Except as otherwise expressly provided under the GCC, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract.
- 3.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 3.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 3.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 3.5 (a) The bidder shall be deemed to have obtained all

information as to and all requirements related thereto which may affect the bid price.

***(b)** The Contractor shall be responsible to make complete arrangements for the transportation of the machinery and equipment etc. to the Site wherever required.

***(Employer may modify as appropriate)**

3.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

4. Bid Prices

4.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices in Pak rupees only.

4.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices in Pak rupees only.

5. Provisional Sums

5.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer to utilize such sums.

SCHEDULE - A**PART 2****SCHEDULE OF PRICES****SUMMARY OF BID PRICES WITH SUPPLY, INSTALLATION, COMMISSIONING
AND TRIAL RUN OF BLADDER'S MACHINERY & EQUIPMENT**

SR. #	DESCRIPTION	Unit Price (Rs.)	QTY (No.)	TOTAL AMOUNT (RS.) (Inclusive of all allied expenditure and taxes applicable)
1.	Two Roll Mixing Mill (Roller working size 400*1000 mm, Main Motor 45KW with electric control panel and VFD inverter).			
2.	Bladder Vulcanizing Press (Operated with Steam Heated Five head position with PLC controlled. Temperature upto 155°C. 5 to 6 Bar Pneumatic Air Pressure.)			
3.	Single Day light Hydraulic Press (Operated with Electric (Temperature upto 300°C) & Steam. plates size 600*600mm. Pressure upto 3000 PSI.			
4.	Bladder Forming Press (Dual side Operated with Electric heat (Temperature upto 200°C). 3500 PSI Hydraulic Pressure, with Oil heat exchanger. Plates size 610x458 mm)			
5.	Bladder Forming Cutting Die (Size # 05 (196 mm)			
6.	Bladder Forming Cutting Die (Size # 04 (186 mm)			
7.	Bladder Forming Cutting Die (Size # 03 (176 mm)			
8.	Nozzle Die (Size 13 mm length sample provided by employer. 100 Cavity per Die)			
9.	Valve Die (Dia 40 mm, width 15 mm, sample provided by employer. 36 Cavity per die)			
TOTAL BID PRICE AMOUNT (RS.) (Inclusive of all taxes applicable)				

Total Bid Price in Pak rupees only (In words).

Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).

Note:- Prices must be in Pak Rupees only.

SCHEDULE - B
SPECIFIC WORKS DATA

Supply, Installation, Commissioning and Trial Run of following Bladder's manufacturing Machinery & Equipment at Sports Industries Development Centre (SIDC), Sialkot site at 14-Km Motra, adjacent Imam Bukhari University, Sialkot Road, Daska is required;

Sr.#	Description	Specifications	Origin	Quantity
1.	Two Roll Mixing Mill	Roller working size 400*1000 mm, Main Motor 45KW with electric control panel and VFD inverter.	Local/Imported	1
2.	Bladder Vulcanizing Press	Operated with Steam Heated Five head position with PLC controlled. Temperature upto 155°C. 5 to 6 Bar Pneumatic Air Pressure.	Local	5
3.	Single Day light Hydraulic Press	Operated with Electric (Temperature upto 300°C) & Steam. plates size 600*600mm. Pressure upto 3000 PSI.	Local	1
4.	Bladder Forming Press	Dual side Operated with Electric heat (Temperature upto 200°C). 3500 PSI Hydraulic Pressure, with Oil heat exchanger. Plates size 610x458 mm	Local	2
5.	Bladder Forming Cutting Dies	Size # 05 (196 mm)	Local	1
6.	Bladder Forming Cutting Dies	Size # 04 (186 mm)	Local	1
7.	Bladder Forming Cutting Dies	Size # 03 (176 mm)	Local	1
8.	Nozzle Die	Size 13 mm length sample (provided by employer) 100 Cavity per Die	Local	1
9.	Valve Die	Dia 40 mm, width 15 mm, sample (provided by employer) 36 Cavity per Die	Local	1

Note: -

- The bidder may submit the bids for the whole or part of the Works as described in these Bidding Documents.
- Civil, mechanical and electrical work which ever required is responsibility of contractor and also drawings layout to be provided by the contractor, if any.
- Spare Parts which may be required during defect liability period will be the responsibility of the contractor.
- Raw materials for trial run of machinery will be provided by the Employer.

SCHEDULE – C

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
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Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of Civil Works, Erection, Supply, Installation & Commissioning of Machinery & Equipment to be supplied under the Contract.

SCHEDULE – E

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

Section VI. General Conditions of Contract (GCC)

General Conditions of the Contract (GCC)

A. General	
1. Definitions	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan.(b) “The Contract” means an agreement enforceable by law and the other documents listed in the contract data;(c) “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;(d) Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.(e) “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;(f) “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.(g) ‘Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.;(h) “Specifications” means the documents as listed in the Schedule of Forms, including employer’s requirements in respect of design to be carried out by the contractor (if any), and any variation to such document.(i) “GCC” means the General Conditions of Contract contained in this section;(j) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;(k) “Day” means calendar day unless indicated otherwise;(l) “Effective Date” means the date on which this Contract comes into force and effect;(m) “Site”, means the place or places provided by the Employer where the works are to be executed and any other places specified in the contract as forming part of the site;(n) “Government” means the Government of Pakistan;(o) “Local Currency” means the currency of Pakistan;(p) “In Writing” means communicated in written form with proof of receipt;

	<p>(q) “Completion Date” means the date of completion of the Works by the Contractor as certified by the Procuring Agency;</p> <p>(r) “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;</p> <p>(s) “Subcontractor” means any entity to which the Bidder subcontracts any part of the Works with approval of PA.</p> <p>(t) “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.</p> <p>(v) ‘Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.</p> <p>(w) “Plant” means the machinery and apparatus intended to form or forming part of the Works.</p>
2. Applicable Law	<p>2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan.</p> <p>2.2 Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.</p>
3. Language	<p>3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the English language.</p>
4. Notices	<p>4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.</p>
5. Provision of Site	<p>5.1 The Work shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.</p> <p>5.2 The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.</p> <p>5.3 The Contractor shall comply with all instructions given by the Employer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.</p>
6. Authorized Representatives of Employer and Contractor	<p>6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.</p> <p>6.2 The Contractor shall appoint a representative, as per details in SCC, at site on full time basis to supervise the execution of work and to</p>

	<p>receive instructions on behalf of contractor with prior consent of the employer and subject to substitution/replacement by the contractor under intimation to employer.</p> <p>6.3 The contractor shall not subcontract the whole work except the provision of subcontracting given in respective form.</p>
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B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC .
8. Commencement of Work	8.1 The Contractor shall confirm availability of Key Experts and begin carrying out the Work not later than the number of days after the Effective Date specified in the SCC .
9. Program schedule	9.1 Before commencement of the Work, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Work shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	<p>10.1 The Contractor shall start carrying out the Work fourteen (14) days after the date the Contract becomes effective.</p> <p>10.2 Unless terminated earlier pursuant to Clause GCC 14 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p> <p>10.3 The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) and request the Employer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer within such period as may be prescribed by the Employer for the same; and the Employer shall extend the Time for Completion as determined.</p> <p>10.4 If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works.</p>
11. Entire Agreement	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Work, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.</p> <p>12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.</p>
13. Force Majeure	<p>13.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>13.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>13.3 Extension of Time Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>13.4 Payments During the period of their inability to perform the Works as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract.</p>

14. Termination	<p>14.1 By the Procuring Agency</p> <p>The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);</p> <ul style="list-style-type: none"> (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; <p>14.2 By the Contractor</p> <p>The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> (a) If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue; (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than sixty (60) calendar days; (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration; (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.
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C. Obligations of the Contractor

15. (a) General	<p>15.1 Standard of Performance</p> <ul style="list-style-type: none"> i. Programme for execution of contract will be provided as per SCC. ii. The Contractor shall perform the Works and carry out the Works with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Works, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties; iii. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Works. <p>15.2 Law Applicable to Work</p> <p>The Contractor shall perform the Works in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-contractor, comply with the Applicable Law.</p> <p>15.3 Contractor's Representative</p> <p>The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.</p> <p>15.4 Remedying Defects</p> <p>The Contractor shall for a period stated in the SCC from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications machinery, equipment and works and which is so identified by the Employer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.</p> <p>Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.</p> <p>15.5 Uncovering and Testing</p> <p>The Employer may give instruction as to the uncovering and/or</p>
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	<p>testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation.</p> <p>15.6 Contractor's Design</p> <p>The Contractor shall carry out design to the extent specified, as referred to in SCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within fourteen (14) days of receipt the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.</p> <p>15.7 Responsibility for Design</p> <p>The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specifications and Drawings.</p>
<p>15 (b). Price Adjustment</p>	<p>15.8 Following evaluation methods for price adjustments will be followed:</p> <p>(i) Price Adjustment for Technical Compliance The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Employer.</p> <p>(ii) Price Adjustment for Commercial Compliance The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.</p> <p>(iii) Price Adjustment for Deviation in Terms of Payments If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the</p>

	terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate 8% per annum (insert rate) and shall be added to the Corrected Total Bid Price for comparison purposes only.
16. Conflict of Interests	<p>16.1 Contractor Not to Benefit from Commissions and Discounts</p> <p>The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p>16.2 Contractor and Affiliates Not to be Otherwise Interested in Project</p> <p>The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p>
	<p>16.3 Prohibition of Conflicting Activities</p> <p>Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities in Pakistan which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
17. Insurance to be Taken Out by the Contractor	<p>17.1 The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>

18. Contractor's Actions Requiring Procuring Agency's Prior Approval	<p>18.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) appointing such members of the Personnel not provided by the Contractor; (b) changing the Program of activities; and (c) any other action that may be specified in the SCC.
19. Reporting Obligations	<p>19.1 The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>
20. Liquidated Damages	<p>20.1 Payments of Liquidated Damages The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p>20.2 Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p> <p>20.3 Lack of performance penalty If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor</p>

21. Performance Guarantee	<p>21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount specified in SCC.</p> <p>21.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.</p> <p>21.2 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.</p> <p>21.3 The Performance Guarantee will be discharged by the Procuring agency and retained for twelve (12) months following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.</p> <p>21.4 Integrity Pact</p> <p>The contractor shall sign an Integrity Pact with employer on prescribed format to safeguard the interest and benefits of the Procuring Agency. If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:</p> <ul style="list-style-type: none"> (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants; (b) terminate the Contract; and (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants. <p>On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made after having deducted the amounts due to the Employer.</p>
22. Sustainable Procurement	<p>22.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>

D. Contractor's Personnel

23. Description of Personnel	23.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
24. Removal and / or Replacement of Personnel	<p>24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>24.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>24.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

E. Obligations of the Procuring Agency

25. Services and Facilities	<p>25.1 The Procuring Agency shall make available to the Contractor, for the purposes of the Works, free of any charge, the services, facilities and at site.</p> <p>25.2 In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.</p>
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F. Payments to the Contractor

26. Contract Price	26.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC .
27. Terms and Conditions of Payment	27.1 Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor
28. Quality Control Identifying Defects	28.1 The principle and modalities of Inspection of the Works by the Procuring Agency shall be as indicated in the SCC . The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC .
29. Correction of Defects, and Lack of Performance Penalty	<p>29.1 The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>29.2 Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.</p> <p>29.3 If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.</p>
30. Settlement of Disputes Amicable Settlement	<p>30.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> <p>30.2 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Project Director SIDC. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (28) days after the day on which he received such reference, the Project Director SIDC shall give notice of his decision to the Employer and the Contractor.</p> <p>30.3 Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Project Director.</p>

	<p>unless and until the same shall be revised, as hereinafter provided in an arbitral award.</p> <p>Notice of Dissatisfaction</p> <p>30.4 If a Party is dissatisfied with the decision of the Project Director or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Project Director is revised by an arbitrator.</p>
31. Dispute Settlement	<p>Arbitration</p> <p>31.1 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 30.4, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.</p> <p>31.2 CEO SMEDA will be the arbitrator for any kind of dispute arising between employer and contractor. The place of arbitration will be SMEDA Head Office, Lahore</p> <p>31.3 Legal proceedings of any kind of disputes, if arises, between employer and contractor will be filed in Sialkot courts.</p> <p>31.4 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.</p>
32 Blacklisting	<p>Integrity Pact</p> <p>If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:</p> <p class="list-item-l1">(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;</p> <p class="list-item-l1">(b) terminate the Contract; and</p> <p class="list-item-l1">(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the</p>

	<p>Contractor or any of his Sub-Contractors, agents or servants.</p> <p>On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.</p>
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SECTION VII.

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 4	<p>Notices: The addresses for the notices are: The Procuring Agency: SMEDA/SIDC 14-Km Motra, Adjacent Imam Bukhari University, Sialkot Road Daska. Tel: 052-6227310, 052-6227311 The Contractor: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]</p>
GCC 6.1	<p>The Authorized Representatives are: For the Procuring Agency: Name: <u>Mr. Sarwar Hanif</u> Designation: <u>Project Director</u> Address: SIDC, 14-Km Motra, Adjacent Imam Bukhari University, Sialkot Road Daska For the Contractor: Name: Designation: Address: </p>
GCC 7	<p>Effectiveness of the contract The contract shall be effective within fourteen (14) days from the date of signature of the Contract by both parties</p>
GCC 8	<p>Commencement of Work: The Contractor shall commence the work from the effective date of contract.</p>
GCC 10.2	<p>Expiration of Contract: The time period shall be 120 days from commencement of work.</p>
GGC 15.1, 15.3 & 15.5	<p>Programme will be submitted within (07) days of the Commencement Date. Form of programme: (Bar Chart/CPM/PERT or other) as per GGC 15.1 Period for remedying defects will be 12 months from the issuance of certificates as per GCC 15.3 Design, if any, manuals and drawings wherever required by the Employer shall be prepared and provided by the Contractor as per GGC 15.3.</p>

GCC 16.3	<p>Conflict of Interest: The Procuring Agency reserves the right to determine on a case- by-case basis whether the Contractor should be disqualified from execution of work due to a conflict of a nature described in Clause GCC 17.</p>
GCC 17	<p>Arrangements The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.</p> <p>Default If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.</p>
GCC 20	<p>Liquidated Damages: If the Contractor fails to execute works as required under the contract, the Contractor shall pay to the procuring agency as Liquidated Damages at a rate of 0.1% to 10% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p>Performance Guarantee: The amount of performance guarantee shall be <i>5% of the contract price</i> in the form Bank Guarantee/Demand Draft/ Pay Order in favor of SIDC. Validity: 12 months from the issuance of completion certificate. Cost of any expenditure / defect correction, if remain unpaid by the contractor shall be adjusted in the performance guarantee.</p>
GCC 27	<p>Terms of Payment: Payment of Contract Price shall be made in the following manners: Payments shall be released by the Employer to the Contractor, at Employer's choice, either full or part payments in the form of Cheque/(s) or Pay-order/(s). All payments will be released upon employer certificates. Contractor shall be responsible to complete Works at Site (Sialkot- Pakistan) with payment including all taxes, duties,</p>

	<p>charges freights etc.</p> <p>Payments for Supply, Installation, Commissioning and Trial Run of Bladder's Machinery and Equipment:</p> <p>70% of contract value after supply of Machinery & Equipment at SIDC site upon submission of following documents:</p> <ul style="list-style-type: none"> ▪ Bills (3 originals) ▪ Sales Tax Invoice ▪ Goods Receiving Certificate ▪ Inspection Certificate (issued by the Employer) <p>30% of contract value for the Machinery & Equipment on issuance of Completion Certificate by employer of successful installation, commissioning, trial run and successful production complying with relevant standards (where applicable) upon submission of following documents:</p> <ul style="list-style-type: none"> ▪ Bills (3 originals) ▪ Sales Tax Invoice ▪ Inspection & Completion Certificate (issued by the Employer) <p><u>NOTE:-</u></p> <p>Part supply / work and part payments may be allowed by the Employer.</p> <p>Valuation of the Works:</p> <p>i) Lump sum price as per Schedule of Prices, or</p> <p>ii) Lump sum price with schedules of rates, or</p> <p>iii) Lump sum price with bill of quantities (details),</p>
GCC 28	<p>Identifying Defects:</p> <p>The procuring agency reserves the right at any time to inspect project site and evaluate pace of work to be executed by the contractor and detect any defect in execution of work, if any.</p>

SECTION VIII: CONTRACT FORMS

Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date].

To: [Name and address of the contractor]

Subject: [Notification of Award Contract No.]

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 Bid Data Sheet] for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency]. , as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be

received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

Guarantor (Bank)

Witness:

1. _____

1. Signature _____

Corporate Secretary (Seal)

2. Name _____

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 200 _____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The Letter of Acceptance and Forms of Contract;
 - b. The completed Form of Bid along with Schedules to Bid;
 - c. General Conditions of Contract;
 - d. Special Conditions of Contract;
 - e. The Schedule of Prices;
 - f. The Specifications;
 - g. The Drawings; and
 - h. Integrity Pact
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

Integrity Pact

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Contractor] 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 Contractor] 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 Contractor] 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 Contractor] 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 Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor] 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.

[Procuring agency/Employer]

[Contractor]