ISSUED ON: ____________________________
ISSUED TO: ____________________________

TENDER DOCUMENT

FOR

HIRING OF TRANSPORT SERVICES ON RENTAL BASIS

TENDER NO. NIT/AUS/PC/2026/07

TENDER NOTICE
Tender No. NIT/AUS/PC/2026/07

Aror University of Art, Architecture, Design & Heritage, Sukkur invites electronic bids from reputable transporters, transport service providers, fleet operators, transport companies/firms, and other eligible service providers, registered with the Income Tax and Sales Tax Departments, where applicable, and having relevant experience in providing transport services, for the following procurement under **Single Stage Two Envelope Procedure**:

S.NO	ITEMS
01	HIRING OF TRANSPORT SERVICES ON RENTAL BASIS

e-Bidding documents, containing detailed terms and conditions, specifications, and requirements, are available for registered bidders on EPADS **from August 31, 2026 to September 14, 2026** on any working day at: https://portalsindh.eprocure.gov.pk as well as on the official website of the University. Interested bidders shall submit a non-refundable tender fee of Rs. 3,000 along with a fixed bid security of **PKR 2,500,000** (Refundable) in the form of a pay order/bank draft/CDR/Bank Guarantee in favor of **Aror University of Art, Architecture, Design and Heritage**. Both must be submitted to the Procurement Officer, Aror University of Art, Architecture, Design & Heritage, Sukkur, before the submission deadline. Electronic bids must be submitted through EPADS on or before **September 14, 2026** up to **01:00 PM**. **Manual bids shall not be accepted.** The electronic bids will be opened on the **same day at 02:00 PM**. Financial proposals of only technically qualified bidders shall be opened. The Procuring Agency reserves the right to reject any or all bids subject to the relevant provisions of SPPRA Rules, 2010, and may cancel the bidding process at any time prior to the acceptance of a bid or proposal in accordance with Rule 25 of the said rules and as per PPRA Rules.

PLEASE SEND YOUR QUERIES: procurement.officer@aror.edu.pk
PROCUREMENT OFFICER
Aror University of Art, Architecture, Design & Heritage Sindh
RCW Rohri Bypass, Sukkur, Sindh.
Web: www.aror.edu.pk Ph: 071-5651900 Ext. 261

Sindh Public Procurement Regulatory Authority

Bidding Documents

For

National Competitive

Bidding Pakistan

Procurement of Goods

PART ONE (FIXED)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

Instructions to Bidders

A. Introduction

1. Source of Funds

1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.

1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.

2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and it's Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 the bidding documents include:

(a) Instructions to Bidders (ITB)
(b) Bid Data Sheet
(c) General Conditions of Contract (GCC)
(d) Special Conditions of Contract (SCC)
(e) Schedule of Requirements
(f) Technical Specifications
(g) Bid Form and Price Schedules
(h) Bid Security Form
(i) Contract Form
(j) Performance Security Form
(k) Manufacturer's Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to 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 interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. 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 passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;

(b) documentary evidence established in accordance with ITB

Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

Eligibility and Qualification

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and

(c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or

(b) irrevocable encashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 32;

or

(ii) to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing . The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring agency

22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring agency will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring agency may waive 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.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

(a) incidental costs

(b) delivery schedule offered in the bid;

(c) deviations in payment schedule from that specified in the Special Conditions of Contract;

(d) the cost of components, mandatory spare parts, and service;

(e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;

(f) the projected operating and maintenance costs during the life of the equipment;

(g) the performance and productivity of the equipment offered; and/or

(h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

(a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.

(b) *Delivery schedule.*

(i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

(ii) The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

(ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

(iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

(e) *Spare parts and after sales service facilities in the Procuring agency's country.*

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative 25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. Contacting the Procuring agency

26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Post-qualification

27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.

27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

28. Award Criteria

28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

29. Procuring agency's Right to Vary Quantities at Time of Award

29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids

30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33 Performance Security

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

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

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

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.

(h) "The Procuring agency's country" is the country named in SCC.

(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.

3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. <u>STANDARDS</u>

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

5.1 The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance Security

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or

Damages

all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

26. Termination for Insolvency

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

27. Termination for Convenience

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

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the

Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency’s country, unless otherwise specified in SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Sindh Public Procurement Regulatory Authority

Bidding Documents

For

National Competitive Bidding

Procurement of Goods

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Form
- Eligibility

Invitation for Bids

Date: *[date of issuance of IFB]* *August 31, 2026*

IFB N^{o}: NIT/AUS/PC/2026/07

1. The ***Aror University of Art, Architecture, Design & Heritage Sindh*** has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of ***HIRING OF TRANSPORT SERVICES ON RENTAL BASIS.*** It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for ***HIRING OF TRANSPORT SERVICES ON RENTAL BASIS***. Total Estimated Cost/Allocated Fund of tender is PKR 10.091 Million per month and PKR 121.094 Million per annum.

2.

3. The ***Aror University of Art, Architecture, Design & Heritage Sindh*** now invites electronic bids from eligible bidders for ***HIRING OF TRANSPORT SERVICES ON RENTAL BASIS.***

4. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of ***Procurement Officer, Aror University of Art, Architecture, Design & Heritage Sindh. Phone: 071-5651900 Ext. 261.***

5. A complete set of bidding documents are available for registered bidders on EPADS at https://portalsindh.eprocure.gov.pk/ and official website of university. Interested bidders should submit a nonrefundable fee of ***Rs.3000*** to the office of Procurement Officer, Aror University of Art, Architecture, Design & Heritage Sindh.

6. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Sindh Public Procurement Ordinance and its Rules made thereunder which also conform to the requirements of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan*, Part One.

7. The electronic bids must be submitted by using EPADS on or before ***01:00pm on September 14, 2026. Manual bids shall not be accepted***. Original fixed bid security of PKR 2,500,000 should be submitted before deadline to the office of Procurement Officer, Aror University of Art, Architecture, Design & Heritage Sindh.

8. Electronic bids will be opened in the presence of bidders' representatives who choose to attend at ***02:00pm September 14, 2026 at*** the offices of ***Conference Room at Aror University of Art, Architecture, Design & Heritage Sindh.***

9. The bidders are requested to give their best and final prices as no negotiations are expected.

Bid Data Sheet

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

Introduction	
ITB 1.1	Name of Procuring Agency of Government of Sindh. **THE AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN & HERITAGE SINDH**
ITB 1.1	Name of Project: **HIRING OF TRANSPORT SERVICES ON RENTAL BASIS** Total Estimated Cost of tender is PKR 10.091 Million per month and PKR 121.094 Million per annum.
ITB 6.1	Address: The Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sukkur, Sindh Phone: 071-5651900 Ext. 261
ITB 8.1	Language of the bid. *English*

Bid Price and Currency	
ITB 11.2	The price quoted shall be in Pakistani Rupee.
ITB 11.5	The price shall be fixed.

Preparation and Submission of Bids	
ITB 13.3 (d)	Minimum Qualification requirements. *Same as described in mandatory evaluation criteria.*
ITB 15.1	Amount of bid security. Refundable Fixed Bid Security of PKR 2,500,000. *Bid security may be held if you win the bid/awarded the contract.* *This can be used as, counted or deducted from total performance security.* Performance Security is 5% as a percentage of the Contract Price
ITB 16.1	Bid validity period. *90 Days*
ITB 17.1	Number of copies. 1 Original
ITB 18.2 (a)	Address for bid submission. The electronic bids must be submitted by using EPADS at https://portalsindh.eprocure.gov.pk/. Manual bids shall not be accepted.
ITB 18.2 (b)	IFB title and number. ***HIRING OF TRANSPORT SERVICES ON RENTAL BASIS*** ***NIT/AUS/PC/2026/07***
ITB 19.1	Deadline for submission of electronic bids. ***01:00pm on September 14, 2026*** Bids received after the due date and time will not be entertained.
ITB 22.1	Time, date, and place for electronic bid opening. ***02:00pm, September 14, 2026, Conference Room at Aror University of Art, Architecture, Design & Heritage Sindh.***

Bid Evaluation	
ITB 25.3	Criteria for bid evaluation. Aror University of Art, Architecture, Design & Heritage Sindh will accept the most advantageous bid or the lowest evaluated cost, in accordance with the specifications outlined in the bidding document, and consistent with Rule 48 & 49 of SPPRA Rules, 2010 (Amended 2019). The selection is not necessarily based on the lowest submitted price.
ITB 25.4 (a) **ITB 25.4 (b)**	Incomplete and conditional quotations will be rejected forthwith. No cutting / overwriting in the offered prices will be accepted.
Contract Award **ITB 29.1**	Percentage for quantity increase or decrease. (15) percent

TECHNICAL EVALUATION CRITERIA

HIRING OF TRANSPORT SERVICES ON RENTAL BASIS

Evaluation Method. The Technical Proposal shall be evaluated in two stages: (A) Mandatory Eligibility/Responsiveness Criteria and (B) Marks-Based Technical Evaluation. Only bidders meeting all mandatory requirements shall proceed to the marks-based technical evaluation. A bidder must obtain at least 70 out of 100 marks to be technically qualified. Financial Proposals of technically qualified bidders shall be opened/evaluated in accordance with the applicable bidding documents and procurement rules.

A. Mandatory Eligibility Criteria

All requirements below are mandatory. Compliance shall be established through the documentary evidence specified. Failure to meet any mandatory requirement may render the bid non-responsive and exclude the bidder from marks-based technical evaluation.

S.No.	Mandatory Requirement	Required Evidence / Compliance
1	Valid Income Tax registration / Active Taxpayer Status	Valid NTN and applicable Active Taxpayer evidence.
2	Valid Sindh Revenue Board (SRB) registration / status	Valid SRB registration/certificate and applicable tax status.
3	Legal registration of bidder	Valid certificate/registration of firm, company, partnership or other legally constituted entity, as applicable.
4	Bid Security and Bid Fee	Original bid security and bid fee in the form and amount prescribed in the bidding documents.
5	Signed and stamped bidding documents	All required forms, schedules, declarations and material bidding documents duly signed/stamped by the authorized signatory.
6	Authorized signatory	Authorization letter/Power of Attorney, as applicable, and CNIC/passport copy of the authorized signatory.
7	Non-blacklisting undertaking	Undertaking on the prescribed stamp paper that the bidder is not blacklisted/debarred by SPPRA, PPRA, Government departments, autonomous/semi-autonomous bodies or other competent public procurement authorities, as applicable.
8	Complete fleet availability	Documentary evidence demonstrating ability to provide the complete required fleet/category mix specified in **Annexure-A & Annexure-B**, currently 28 vehicles, subject to the University's right to revise requirements. The bidder shall submit valid and verifiable supporting documents for all proposed vehicles, including: Vehicle registration documentation, Vehicle fitness, Route permits / clearances, Vehicle insurance, Driver licensing, Driver verification and fitness, Vehicle age requirement.
9	Conductor/helper requirement	Bidder shall confirm provision of a conductor/helper

		with each vehicle as required under the TORs.
10	Acceptance of material TOR requirements	Written confirmation/undertaking to comply with material operational, safety, replacement, schedule, billing, maintenance, confidentiality, penalty and performance requirements of the approved TORs.

Important: Mandatory criteria are compliance requirements and carry no marks. Marks shall not be awarded for merely satisfying a mandatory requirement.

B. Marks-Based Technical Evaluation – 100 Marks

S.No.	Technical Evaluation Criterion	Max. Marks	Marks Obtained
1	General Experience in Transport / Pick-and-Drop Services	20	
2	Relevant Experience in Universities / Educational / Government / Reputable Institutions	10	
3	Fleet Capacity and Availability	20	
4	Vehicle Age, Condition and Technical Fitness	15	
5	Drivers, Conductors and Human Resource Capacity	10	
6	Financial Capacity / Annual Turnover	10	
7	Operational Plan, Backup and Emergency Replacement Capacity	10	
8	Local Operational Presence and Communication Facility	5	
	TOTAL	100	

A bidder must obtain at least 70 out of 100 marks to be technically qualified.

Detailed Scoring Methodology

1. General Experience in Transport / Pick-and-Drop Services – 20 Marks
Experience shall be counted only where supported by documentary evidence such as contracts, work orders, purchase/service orders, completion certificates or satisfactory performance certificates. Experience should relate to provision of transport/bus rental, pick-and-drop or substantially similar transport services.

- 8 years or more: 20 marks
- 5 to less than 8 years: 15 marks
- 3 to less than 5 years: 10 marks
- Less than 3 years: 0 marks

Evidence must clearly identify the client, scope, contract period and bidder as the service provider.

2. Relevant Experience in Universities / Educational / Government / Reputable Institutions – 10 Marks

Preference shall be given to bidders demonstrating relevant institutional transport contracts.

- 5 or more qualifying institutional clients/contracts: 10 marks
- 3–4 qualifying institutional clients/contracts: 8 marks
- 2 qualifying institutional clients/contracts: 5 marks
- 1 qualifying institutional client/contract: 3 marks
- None: 0 marks

Evidence: contract/work order plus completion or satisfactory performance certificate, wherever available. The same contract shall not be counted more than once under this criterion.

3. Fleet Capacity and Availability – 20 Marks

The bidder shall provide a fleet statement showing registration number, vehicle type, model/year, ownership/lease/control status and availability. The University may physically inspect/verify vehicles before award or deployment.

Scoring:

- 40 or more vehicles demonstrably available: 20 marks
- 35–39 vehicles: 17 marks
- 30–34 vehicles: 15 marks
- 28–29 vehicles: 12 marks
- Less than 28 vehicles: 0 marks and may constitute failure of the mandatory complete-fleet requirement.

The bidder must nevertheless demonstrate the required category-wise fleet mix for the University's current requirement. Vehicles may be owned, leased or otherwise legally controlled, provided lawful availability for the contract period is established.

4. Vehicle Age, Condition and Technical Fitness – 15 Marks

The TOR requirement of maximum 10 years age remains mandatory. Marks shall reward a newer and better-maintained fleet.

- Offered fleet predominantly/average age 0–5 years: 15 marks
- More than 5–7 years: 12 marks
- More than 7–8 years: 9 marks
- More than 8–10 years: 5 marks
- Above 10 years: Mandatory failure.

The University may consider registration records, model/year, fitness certificates, photographs and physical inspection. Vehicles shall be in good-looking, clean, safe and serviceable condition with satisfactory seating, engine, transmission and suspension condition as required by the TORs
.

5. Drivers, Conductors and Human Resource Capacity – 10 Marks

The bidder shall provide an organization/staff schedule identifying proposed drivers, conductors/helpers, transport manager/supervisory staff and backup personnel.

- Sufficient qualified drivers/conductors for all 28 required vehicles plus at least 10% backup staffing: 10 marks
- Sufficient qualified drivers/conductors for all 28 vehicles: 8 marks
- 90%–99% of required staffing demonstrably available: 5 marks

- Below 90%: 0 marks.

For drivers, documentary evidence should include name, CNIC, applicable valid driving licence, experience, police verification and medical fitness. A conductor/helper with each vehicle is mandatory under the TORs.

6. Financial Capacity / Annual Turnover – 10 Marks
Financial capacity shall be assessed on the basis of documentary evidence for the last three financial years.

- Average annual turnover of Rs. 500 million or above: 10 marks
- Rs. 400 million to below Rs. 500 million: 8 marks
- Rs. 300 million to below Rs. 400 million: 6 marks
- Rs. 150 million to below Rs. 300 million: 4 marks
- Below Rs. 150 million: 0 marks.

Evidence: Audited financial statements and/or income tax returns/CPRs as required by the bidding documents. The University may revise the turnover thresholds before issuance of the final bidding document if the approved estimated contract value warrants a different financial-capacity benchmark.

7. Operational Plan, Backup and Emergency Replacement Capacity – 10 Marks
The bidder shall submit a concise operational plan addressing route management, daily deployment, punctuality, breakdown response, emergency replacement, complaints and communication.

A. Route & deployment management: 3 marks
- Clear route-wise deployment/reporting arrangement, schedule control and supervision.

B. Breakdown/emergency replacement: 4 marks
- Clearly documented backup vehicles, replacement mechanism, responsible personnel and response arrangements. The plan shall demonstrate ability to meet the TOR requirement for arranging additional/replacement vehicles within the prescribed time.

C. Communication and complaint management: 3 marks
- Dedicated transport manager/contact number, daily reporting, complaint escalation and incident reporting mechanism.

8. Local Operational Presence and Communication Facility – 5 Marks
- Dedicated operational office/terminal or verifiable transport-management facility in Sukkur/nearby area, with responsible management and communication facility: 5 marks
- Operational presence in Sukkur/nearby area with limited facility: 3 marks
- No dedicated local office but verifiable response arrangement: 1 mark
- No evidence: 0 marks.

The University may verify the stated office/facility.

C. General Evaluation Notes

1. The bidder shall attach documentary evidence in support of every claim made for technical marks. Unsupported claims shall receive no marks.
2. The Evaluation Committee may verify documents, references, tax status, vehicle registration/fitness/route permits, staffing and physical availability of vehicles. False, misleading or materially inconsistent information may result in disqualification and/or action under the applicable procurement rules.
3. Experience shall be counted only for the bidder/entity submitting the bid, unless the bidding documents expressly permit reliance on a parent, subsidiary, consortium or subcontractor's experience.
4. A single contract may be used as evidence for more than one criterion only where the criteria are substantively different; however, the same achievement shall not be double-counted within the same criterion.
5. The Evaluation Committee shall apply the same documentary-evidence standard to all bidders and shall not award marks merely on the basis of brochures, self-certificates or unsupported statements where third-party evidence is required.
6. The University reserves the right to inspect the offered fleet and verify operational facilities before finalization of technical evaluation and/or before deployment.
7. Minimum technical qualifying score is 70 out of 100. A bidder scoring below 70 shall be technically disqualified.
8. Only technically qualified bidders shall proceed to financial evaluation/opening in accordance with the applicable procurement procedure. Unless the final bidding document provides otherwise, award should be made to the lowest evaluated responsive bidder among technically qualified bidders.
9. The detailed technical criteria shall be read together with the approved TORs, bidding data, scope of services and annexures. In case of conflict, the approved bidding documents and applicable procurement rules shall prevail.

TERMS OF REFERENCE (TORs) FOR *HIRING OF TRANSPORT SERVICES ON RENTAL BASIS AT AROR UNIVERSITY SUKKUR*

SCOPE, TERM AND ROUTES

1. Contract would be for the period of one year. Extendable upon mutual consent or further requirements of the university.
2. The Transporter shall provide vehicles for different routes in Sukkur, Rohri, Khairpur, Pano Aqil, Kandhra, Pir Goth and Shikarpur, or any other city/place included later by the University.
3. The Transporter shall operate/arrange all vehicles under this agreement according to the scheduled program issued by the Registrar Office from time to time, for pick and drop of University students and officials from prescribed routes with punctuality and regularity. The Transporter shall operate the vehicles at the agreed rates where the University changes a route within the given cities
4. The Registrar Office shall be authorized to change the route of any bus according to the need of the hour.
5. The current requirement of vehicles is mentioned in Annexure-B

LEGAL, TAX AND VEHICLE DOCUMENTATION REQUIREMENTS

6. The Transporter must be registered with the Income Tax Department and Sindh Revenue Board.
7. All applicable taxes shall be deducted from billing, including income tax and sales tax according to SRB rules as per the Service Act, 2011, or any amendments made by the Government from time to time during the agreement period.
8. The Transporter shall provide the vehicle fitness certificate of all vehicles under this agreement from the relevant Government Department.
9. The Transporter shall provide details of its staff along with valid driving license, police verification and medical fitness certificates of drivers, vehicle health reports, route permits and vehicle clearances from the concerned Government Departments.
10. The Transporter shall be responsible for arranging insurance for all vehicles deployed under this agreement.

VEHICLE CONDITION, FITNESS AND REPLACEMENT

11. Vehicles provided shall not be older than 10 years from the original purchase date and shall be in good-looking condition. In case vehicles are modified, their external and internal body shall be in good-looking condition with comfortable seating and satisfactory engine, transmission and suspension condition.
12. The Transporter shall share pictures of vehicles along with Vehicle Registration Numbers and their deployment with the Registrar Office
13. The Registrar Office may demand replacement of any vehicle not meeting the criteria specified in this agreement.

14. Vehicles shall be self-started, neat and tidy, suitable for the educational atmosphere and qualitative standards of the University, and shall not have any artwork, logos or creatives painted on the body. Failure shall attract a penalty of Rs. 200/- per bus per day

15. The Transporter shall operate the same registered buses at the time of departure that arrived at the designated time. In case of vehicle failure, another registered vehicle may be substituted only with prior authorization from the Registrar Office

16. The University shall not be responsible for any damage, wear and tear of the buses/vehicles of the Transporter in any case.

DEPLOYMENT, SCHEDULE AND OPERATIONAL REQUIREMENTS

17. The Transporter shall follow the schedule and instructions issued by the Registrar Office from time to time regarding routes, departure times and operational issues.

18. The Transporter shall be bound to arrange additional vehicles if required by the University within one day. In case of failure, a penalty equal to two days' payment at the applicable base rate of a bus shall be imposed. This condition shall also apply in case of shortage of a bus on any route.

19. Any addition/reduction of a new vehicle or type of vehicle during a month shall be charged separately at the approved agreement base rate and paid on a per-day basis.

20. The University shall pay only for trips/vehicles utilized according to the scheduled program issued by the University.

21. All buses shall be parked near the University or at any other designated area as instructed by the Registrar Office. Failure to properly park or failure to display the route board on the windscreen shall attract a penalty of Rs. 100/- per vehicle per day.

22. Buses must reach the starting point at least 30 minutes before departure. Failure shall attract a penalty of Rs. 500/- per bus.

23. The Transporter or its representative must be present at the main terminal points at the time of daily departure

24. The Transporter shall provide accurate information regarding operation of its vehicles. Any misinformation, or operation of a bus on a route without express consent of university management, shall attract a penalty of Rs. 10,000/- per bus.

25. If any vehicle fails to stop at the designated stop, a penalty of Rs. 200/- shall be imposed upon receipt of a complaint from any University student or employee.

STAFF, DRIVERS AND CONDUCTORS

26. Drivers and staff of the Transporter shall wear neat and clean dress while on duty. They shall not use Pan, Gutka, cigarettes or any other substance and shall not carry weapons of any type during service hours on the vehicles.

27. Conductor/helper with each vehicle is mandatory. The Transporter shall provide a complete list of drivers and bus conductors deputed on the buses/vehicles.

28. In case of any dispute or severe complaint registered against any staff member, the Transporter shall immediately replace the concerned staff member. Non-compliance may result in a penalty of Rs. 2,000/- per staff member.

29. If the Transporter changes the driver of any vehicle for any reason, information shall be provided to the University Transport Office in writing.

30. The Transporter shall inform the Registrar Office regarding replacement of staff members well before time.

31. The Transporter shall be responsible for payment of all salaries and wages of its drivers and bus conductors in accordance with applicable government regulations.

32. All drivers and bus conductors or transporter shall sign the Non-Disclosure Agreement with the University and shall not disclose information related to the University, its employees or students to any unauthorized person.

33. All staff members of the Transporter, including drivers and bus conductors, shall uphold the University's brand image in public spaces. No staff member shall claim employment with the University during or after the agreement.

BILLING AND PAYMENT MECHANISM

34. During the Regular Semester Period, the Service Provider shall be paid the agreed monthly amount calculated on the basis of 22 operational days per month for the vehicles included in the approved regular semester requirement. Any off days announced by the University during the agreed service period shall be compensated by providing services on an alternative day, either Saturday or Sunday. Such adjustments shall be made to ensure that the total number of service days remains 22 days during the applicable period. In case operational days exceeded 22 days in a month, additional payment for that specific day will be paid as per contract agreement rates.

35. During any Non-Semester Period, including summer vacation, foundation programs, short courses, special programs or any other period when regular semester classes are not in operation, payment shall be made strictly on a per-day basis for vehicles actually engaged and operated by the University. No payment shall be made for vehicles not engaged or operated during such period.

36. Where a month comprises both Regular Semester and Non-Semester Periods, billing shall be calculated separately for both periods. For the Regular Semester Period, payment shall be made for the approved vehicles for the actual number of days on which regular semester classes/exams are conducted. For the remaining Non-Semester Period, payment shall be made on a per-day basis only for vehicles actually engaged and operated by the University.

37. In all cases, the Service Provider shall charge only in accordance with the approved vehicle requirement and actual deployment/engagement of vehicles. Any reduction in the number of vehicles required by the University during the applicable period shall be communicated to the Service Provider, and payment for such reduced deployment shall be made only as specified under the above billing mechanism.

38. The per-day rates for individual vehicles shall be those approved under Annexure-A, inclusive of all applicable taxes, and shall remain valid for the period specified in this Agreement.

39. The Transporter shall provide complete calculations and details along with the monthly invoice

40. The University shall make payment to the Transporter within 15 days from the date of submission of the bill by the Contractor. Payment shall be released monthly. In case of any delay, university will inform transporter accordingly.

41. The University shall pay only the agreed rental amount. No additional payment or adjustment shall be made on account of any increase in fuel prices or maintenance costs of the vehicles.

42. The University shall pay the monthly bill amount for engaged vehicles excluding any maintenance cost of vehicles. All maintenance costs shall be borne by the Transporter.

SECURITY DEPOSIT, PENALTIES AND PERFORMANCE

43. The Performance Security Deposit shall be 5% of the contract value.

44. In the event of non-compliance with directives issued by the Registrar Office or any irregularities, and following issuance of three advisory letters, the Security Deposit shall be forfeited and a fresh call deposit shall be deducted from the Transporter's bill.

45. If University officials or students have grievances concerning the bus service or Transporter's personnel, such complaints shall be addressed promptly and remedies shall be sought immediately.

46. The University shall not be responsible for any challans, penalties or fines imposed by Government authorities on the Transporter's vehicles for any reason.

WITHDRAWAL, SUSPENSION AND TERMINATION

47. During the agreement period, if either party intends to discontinue the service, the concerned party shall be under legal obligation to issue notice for withdrawal of the service at least 30 days in advance

48. During the semester or within fifteen days preceding commencement of semester classes, the Transporter shall not have the right to issue a notice of withdrawal of services. If the Transporter issues such notice, its final payment invoice shall be forfeited along with any security deposit submitted.

UNIVERSITY AND TRANSPORTER RESPONSIBILITIES

49. The Registrar Office is authorized to issue schedules, route changes and operational instructions from time to time, and the Transporter shall comply with such instructions.

50. The Transporter shall be responsible for the efficient and uninterrupted performance of the agreed transport services and shall arrange vehicles, drivers and conductors as required under this agreement.

51. The Transporter shall bear all maintenance costs of its vehicles and shall maintain vehicles in safe and serviceable condition.

52. The Transporter shall ensure that its personnel comply with the University's operational, safety, confidentiality and conduct requirements.

ANNEXURES

Annexure-A Approved Vehicle Rates / Per-Day Rates (Inclusive of Taxes) – To be provided by the Transporter for the time period as specified in this tender, Ref. #01.

Sr #	Route	Rate / Day (Inc. Tax)		
		20-Seater Hiace - Non-A/C	**30-Seater Coaster – Non A/C**	**64-Seater Bus – Non A/C**
1	Sukkur City			
2	Rohri			
3	Khairpur			
4	Pano Aqil			
5	Shikarpur			
6	Pir Jo Goth			
7	Kandhra			

Annexure-B – Current Expected Vehicle Requirement

SR	ROUTE	VEHICLE TYPE	NO. OF VEHICLES
1	Sukkur City	64-Seater Bus - Non-A/C	08
2	Sukkur Hostels	64-Seater Bus - Non-A/C	03
3	Rohri	64-Seater Bus - Non-A/C	02
4	Khairpur	64-Seater Bus - Non-A/C	02
5	Khairpur	30-Seater Coaster - Non-A/C	04
6	Pano Aqil	64-Seater Bus - Non-A/C	03
7	Pano Aqil	20-Seater Hiace - Non-A/C	01
8	Shikarpur	64-Seater Bus - Non-A/C	02
9	Pir Jo Goth	30-Seater Coaster - Non-A/C	02
10	Kandhra	20-Seater Hiace - Non-A/C	01
		TOTAL	**28**

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.

Contract No.________________ Dated _____________________
Contract Value: ________________

Contract Title: ***HIRING OF TRANSPORT SERVICES ON RENTAL BASIS, at Aror University of Art, Architecture, Design & Heritage Sindh.***

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

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

[***name of Contractor***] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by PA in this regard, ***[name of Supplier/ Contractor/ Consultant]*** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by ***[name of 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 PA.

………………………………….. **…………….**

Deputy Director (Procurement) **(Contractor)**