



TENDER DOCUMENT

FOR

**PROVISION OF PHOTOGRAPHY, DECORATION
AND CATERING SERVICES FOR CONVOCATION
2027**

TENDER NO. NIT/AUS/PC/2026/08



TENDER NOTICE
Tender# NIT/AUS/PC/2026/08

Aror University of Art, Architecture, Design & Heritage, Sukkur invites electronic bids from well-reputed companies/firms/suppliers/contractors and decoration & catering service providers, registered with FBR for Income Tax and Sales Tax, wherever applicable, having relevant experience in the respective fields, for the following items/services on **“Single Stage Two Envelope”** basis:

S.NO.	ITEMS/SERVICES	FIXED BID SECURITY
01	PRINTING MATERIAL, MEDALS AND DEGREE FOLDERS FOR CONVOCATION 2027	PKR 127,000
02	PHOTOGRAPHY, DECORATION AND CATERING SERVICES FOR CONVOCATION 2027	PKR 75,000

E-Bidding documents containing detailed terms and conditions, specifications and requirements can be downloaded by registered bidders through EPADS at <https://portalsindh.eprocure.gov.pk> and from the official website of the University from **September 21, 2026 to October 06, 2026**. Interested bidders are required to submit a non-refundable tender fee of Rs. 5,000/- and fixed bid security (refundable) in the shape of a Bank Draft/Pay Order/CDR/Bank Guarantee in favor of “Aror University of Art, Architecture, Design & Heritage”. The original tender fee and bid security must reach the office of the Procurement Officer, Aror University of Art, Architecture, Design & Heritage Sukkur, before the closing date and time. Electronic bids must be submitted through EPADS on or before October 06, 2026 up to 01:00 PM. Manual bids shall not be accepted. The electronic bids shall be opened on the same day at 02:00 PM. The financial bids of only technically responsive/qualified bidders shall be opened. The Procuring Agency reserves the right to reject any or all bids in accordance with the relevant provisions of the SPP Rules, 2010 (up to date), and may cancel the bidding process in accordance with the applicable rules and regulations.

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

- 11 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.
- 12 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

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| 3. Eligible Goods and Services | <p>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 its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.</p> <p>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.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p> |
| 4. Cost of Bidding | <p>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.</p> |

B. The Bidding Documents

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| 5. Content of Bidding Documents | <p>5.1 the bidding documents include:</p> <ul style="list-style-type: none"> (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 <p>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</p> |
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rejection of its bid.

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| 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

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| 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: <ul style="list-style-type: none"> (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.

223 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.

224 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.

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| 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 | <p>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.</p> <p>31.2 The notification of award will constitute the formation of the Contract.</p> <p>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.</p> |
| 32. Signing of Contract | <p>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.</p> <p>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.</p> |
| 33 Performance Security | <p>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.</p> <p>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</p> |

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.

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|---|---|
| 3. Country of Origin | <p>31 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.</p> <p>32 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.</p> <p>33 The origin of Goods and Services is distinct from the nationality of the Supplier.</p> |
| 4. <u>STANDARDS</u> | <p>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.</p> |
| 5. Use of Contract Documents and Information; Inspection and Audit by the Government | <p>51 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.</p> <p>52 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.</p> <p>53 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.</p> |

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.

- 83 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.
- 84 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.
- 85 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.

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| 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 Contract 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 | <p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p> |
| 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] September 21, 2026

IFB N^o: NIT/AUS/PC/2026/08

1. The **Aror University of Art, Architecture, Design & Heritage Sukkur** has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of **PROVISION OF PHOTOGRAPHY, DECORATION AND CATERING SERVICES FOR CONVOCATION 2027**. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for **PROVISION OF PHOTOGRAPHY, DECORATION AND CATERING SERVICES FOR CONVOCATION 2027**.
2. The **Aror University of Art, Architecture, Design & Heritage Sukkur** now invites electronic bids from eligible bidders for **PROVISION OF PHOTOGRAPHY, DECORATION AND CATERING SERVICES FOR CONVOCATION 2027; ESTIMATED COST 2.5 MILLION**.
3. 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 Sukkur. Phone: 071-5651900 Ext. 261**.
4. 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.5,000** to the office of Procurement Officer, Aror University of Art, Architecture, Design & Heritage Sukkur.
5. 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*.
6. The electronic bids must be submitted by using EPADS on or before **01:00 PM on October 06, 2026. Manual bids shall not be accepted**. Original fixed bid security of PKR 75,000 should be submitted to the office of Procurement Officer, Aror University of Art, Architecture, Design & Heritage Sukkur.
7. Electronic bids will be opened in the presence of bidders' representatives who choose to attend at **02:00 PM October 06, 2026 at the offices of Conference Room at Aror University of Art, Architecture, Design & Heritage Sukkur**.
8. 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 SUKKUR
ITB 1.1	Name of Project: PROVISION OF PHOTOGRAPHY, DECORATION AND CATERING SERVICES FOR CONVOCATION 2027
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. <i>English</i>

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. 1. <i>Registered with Income Tax & Sales Tax Dept.</i> 2. <i>Original PO/DD of Bid Fees/ Bid Security</i> 3. <i>Undertaking of not Blacklisted on PKR 200 Stamp Paper</i> 4. <i>All Bidding documents must be signed, named & stamped by authorized person of the firm/ Companies along with authorized letter.</i>
ITB 14.3 (b)	Spare parts required for ... <u>Not Applicable</u>
ITB 15.1	Amount of bid security. FIXED BID SECURITY OF PKR 75,000 <i>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.</i>
ITB 16.1	Bid validity period. <i>90 Days</i>
ITB 17.1	Number of copies. 1 Original copy must be submitted to Procurement Officer, Aror University Sukkur.
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. <i>TENDER NO. NIT/AUS/PC/2026/08; PROVISION OF PHOTOGRAPHY, DECORATION AND CATERING SERVICES FOR CONVOCATION 2027</i>
ITB 19.1	Deadline for submission of electronic bids. <i>01:00 PM on October 06, 2026</i> Bids received after the due date and time will not be entertained.
ITB 22.1	Time, date, and place for electronic bid opening. <i>02:00 PM, October 06, 2026, Conference Room at Aror University of Art, Architecture, Design & Heritage Sukkur.</i>

Bid Evaluation	
ITB 25.3	Criteria for bid evaluation. Aror University of Art, Architecture, Design & Heritage Sukkur 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
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SCOPE OF WORK

- The Contractor shall be responsible for the comprehensive planning, coordination, execution, supervision, and post-event clearance of all works/services necessary for the successful organization of the AROR UNIVERSITY Convocation 2027.
- The scope shall include, but not be limited to, venue preparation, event infrastructure setup, decoration, seating arrangements, furniture and fixture arrangements, food and refreshments, electrical, logistics, and all related support services required by AROR UNIVERSITY to ensure a dignified and smoothly executed ceremony.
- Timeline and Readiness: The complete venue shall be ready by 9:00 a.m. one (01) day prior to the convocation for rehearsals. This includes the full setup of the marquee setup, stage, student seating, sofas, sound systems, and other essential facilities as required by AROR UNIVERSITY. The final venue setup shall be fully completed, cleaned, and handed over after inspection and approval by the AROR UNIVERSITY.
- Event Setup and Decoration: The Contractor shall ensure that the marquee, trussing, and decoration conform strictly to the approved color scheme, design, and layout as specified by the AROR UNIVERSITY.
- Provide sample material (marquee fabric, furniture, carpeting, cutlery, crockery, and decoration items) for AROR UNIVERSITY approval prior to installation.
- Ensure that complete Trussing / Marquee will be erected according to the need and requirement. Ensure that the marquee is provided as per approved sample and it is new, clean, uniform, and free of patches, holes, or discoloration (Net / see-through marquees are not acceptable).
- Provide complete decoration arrangement including, but not limited to, lighting, luminaries, trussing, cutlery, crockery, bearers, seats, sofas, tables including Grand Table for VIP Guests, decorative arrangements for VIP and guest areas, and allied support services.
- Quality Standards: i. Marquee: No patches, holes, discoloration; must match approved sample. ii. Food: Fresh, hygienic, properly heated, and of approved quality and quantity. iii. Crockery & Cutlery: Neat, clean, ceramic/stainless steel, free from cracks or stains. iv. Staff: Properly uniformed, well-groomed, and adequate in number to serve all VIPs and guests efficiently. v. Furniture and Carpeting: Clean, undamaged, and properly installed.
- Post-Event Obligations After the conclusion of the Convocation, the Contractor shall dismantle and remove all marquees, trusses, furniture, equipment, temporary structures, materials, and debris within twenty-four (24) hours, ensuring that the venue is restored to its original condition.
- Photography & videography: The Contractor shall provide professional photographers, drone operators, videographers equipped with modern, high-resolution digital cameras and production-grade videography equipment to ensure full coverage from multiple angles.
- The coverage shall include: • Full event coverage; • Still photography and videography of all ceremonial activities; • Live projection on SMD screens; • Post-production editing, formatting, and digital mastering of the final videos & photographs.
- The Contractor shall ensure that all recordings are captured in Full HD using professional cameras and related equipment, with clear audio and video quality. Drone or elevated shots may be taken with prior permission of AROR UNIVERSITY, ensuring compliance with all applicable security protocols.
- All SMD screens, projection equipment, and related infrastructure shall be installed & functional on the rehearsal day.
- The Contractor shall ensure uninterrupted live projection during the entire event.
- The Contractor shall be responsible for the editing, post-production, mixing, and delivery of photos & final videos with professional-grade title sequences, background music, transitions, and subtitles as approved by AROR UNIVERSITY.
- All final photographs, albums, and video footage must be delivered to AROR UNIVERSITY, within time as per BOQ.
- The Contractor shall ensure color-corrected, high-resolution output and professionally edited content, free of duplication, distortion, or loss of quality.
- All digital and printed material produced under this Contract shall be the exclusive property of AROR UNIVERSITY. The Contractor shall not retain, reproduce, distribute, or use any material for promotional purposes.
- AROR UNIVERSITY reserves the right to penalize up to 25% of item value for substandard quality, delay in delivery, or failure to comply with approved specifications.
- The Contractor shall maintain full confidentiality of all event footage and data, ensuring that no content is shared, published, or distributed without AROR UNIVERSITY authorization.

TECHNICAL EVALUATION CRITERIA

Bids shall be evaluated strictly in accordance with the evaluation criteria specified in the bidding documents. The evaluation shall be carried out on the basis of the information and documentary evidence submitted with the Technical Proposal. No criterion or requirement other than those specified in the bidding documents shall be used for evaluation.

A. Mandatory Eligibility / Responsiveness Criteria

S. No.	Mandatory Requirement	Documentary Evidence / Compliance	Status
1	Valid registration with Federal Board of Revenue (FBR) / Income Tax Department	Valid NTN Certificate and Active Taxpayer status	Yes/No
2	Valid Sales Tax registration, where applicable to the nature of the goods/services	Valid STRN / relevant registration certificate and Active Taxpayer status, where applicable	Yes/No
3	Bid Security as specified in the bidding documents	Original Bid Security / prescribed Bid Securing Declaration, as applicable	Yes/No
4	Bid/Tender Fee	Original Pay Order / Demand Draft / prescribed evidence of payment	Yes/No
5	Bidding documents duly signed and stamped by the authorized representative	Complete signed and stamped bidding documents	Yes/No
6	Authorization of the person signing the bid	Authority Letter / Board Resolution / Power of Attorney, as applicable, along with CNIC of authorized signatory	Yes/No
7	Undertaking that the bidder has not been blacklisted/debarred by any competent authority	Original undertaking on PKR 200 stamp paper	Yes/No

B. Technical Evaluation / Qualification Criteria

Only bidders meeting all mandatory eligibility and responsiveness requirements shall be evaluated under the following criteria.

S.No	Qualification Criteria	Total Marks	Marks Obtained
01	Projects of Similar Nature – Completed Relevant experience of organizing Convocation Events during the last 05 years for Public/Private Sector Universities, Degree Awarding Institutes, Government or Semi-Government Organizations. Each completed project: 05 marks, Maximum 20 marks. Documentary evidence such as Work Order / Contract Agreement / Completion Certificate / End-User Feedback shall be required.	20	
02	General Experience of Organizing Events Experience of organizing other institutional/corporate events during the last 05 years for Public/Private Sector Universities, Degree Awarding Institutes, Government or	15	

	Semi-Government Organizations. Each completed project: 05 marks , Maximum 15 marks . Documentary evidence such as Work Order / Contract Agreement / Completion Certificate / End-User Feedback shall be required.		
03	License from Sindh Food Control Authority	10	
04	Establishment of the Firm/company/ partnership / sole-proprietor Less than 3 years: 00 marks 3–5 years: 05 marks 6–10 years: 10 marks Above 10 years: 15 marks	15	
05	Understanding of the Scope of Work and Delivery Schedule	10	
06	Financial Soundness of Firm / Company; annual turnover more than Rs.15M, Income tax returns supported with copies of CPR & Audited reports for last 3 years. 05 marks for each year	15	
07	Meets Specification Compliance with the requirements, specifications, quality standards, and installation requirements as specified in the BOQ and Scope of Work.	15	
	Total Marks	100	

Minimum Technical Qualification

- It meets all mandatory eligibility and responsiveness requirements;
- It obtains at least 70 marks out of 100 in the technical evaluation.

Documentary Evidence

The bidder shall provide documentary evidence in support of all claims made in the Technical Proposal. The Procuring Agency may verify the authenticity of submitted documents and may seek clarification where permitted under the applicable procurement rules; however, no amendment or change in the substance of the bid shall be permitted during technical evaluation.

Financial Proposal

Financial proposals of only those bidders who are declared technically qualified shall be opened publicly at the date, time and venue communicated by the Procuring Agency in accordance with the applicable procurement rules.

Important: All criteria, marks, documentary requirements and minimum qualifying score stated above shall form an integral part of the bidding documents and shall be applied uniformly to all bidders.

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: Aror University of Art, Architecture, Design & Heritage Sukkur

GCC 1.1 (h)—The Procuring agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is:

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1— The amount of performance security, as a percentage of the Contract Price, shall be 5%.

The performance security shall be in favor of "The Aror University of Art, Architecture, Design and Heritage".

The furnished security shall remain valid till completion of contract and warranty period or till it is revalidated / extended for a period mutually agreed upon by the bidder/contractor and the Procuring agency.

4. Inspections and Tests (GCC Clause 8)

Inspection officer or representative of Aror University of Art, Architecture, Design & Heritage Sukkur shall inspect the procured good and ensure that it meets the tender specifications before its acceptance.

The inspection report should indicate the condition in which each item has been received. The Contractor shall coordinate with the Procurement Officer and the Insurance Company where applicable for arranging the inspection at such date and time as is convenient to the above representatives.

5. Packing (GCC Clause 9)

- (a) All the goods, whether imported or locally manufactured / available, shall be delivered to the University premises in safe and secure condition at the risk and cost of the Contractor or Supplier / Vender.
- (b) The packing, marking and handling shall be so arranged by the Contractor as to prevent any loss of or damage to the goods.

6. Delivery and Documents (GCC Clause 10)

Delivery Period

Shipment of Imported Items.

- (a) The shipment of the items of goods, services or equipment which are to be imported shall be started as early as possible, the shipment schedule shall be submitted to the Procurement Officer Aror University Sukkur and shall be negotiable and subject to approval by the University.
- (b) The tenderer must indicate in his/her offer the port from where the goods, services or equipment will be shipped.

Delivery Period.

- (a) The entire goods, services or equipment must be delivered, installed and put into operation in the University as early as possible after receiving the letter of award of the Contract.
- (b) The bidder/contractor shall give in the offer his / her own schedule for the delivery and installation of various items of the Stores which shall be negotiable and subject to approval of the University.

Delay in the Delivery.

- (a) For the goods, services or equipment delayed beyond the delivery period, as specified in the Contract, or as approved by the University as stated above, there shall be levied liquidated damages as specified in Special Conditions of Contract Clause 15 of the Conditions of Contract given in this Tender Document.
- (b) The liquidated damages may be waived fully or partially by the Procurement Officer, with the approval of the Vice Chancellor of the University, if there are reasonable grounds for

such a delay.

For Goods to be Imported

- (a) All those items/goods which are to be imported by the Contractor shall be shipped by whatever means the Contractor deems fit at his / her risk and cost. The Contractor must keep the University informed of the shipping arrangements, schedule of shipping, arrival at the port, clearance from the port, and transportation from the port to the University.
- (b) All costs of loading of the goods from the wharves at port of shipment and also the cost of ship wharf age / berthing, demurrage charges, stevedoring, handling charges and other port and river dues in respect of shipment companies' vessels at the port of shipment and all other expenditure up to the stage of placing the goods at rest on board the ship and the freight charges shall be borne by the Contractor.
- (c) Similarly all costs of unloading the goods at the wharves, wharf age / berthing, demurrage, stevedoring, handling charges and other port dues at the port of arrival in Pakistan and transportation from the port up to the stage of placing/delivering the goods in the University shall be borne by the Contractor.
- (d) The Contractor shall send by email/courier service or personally deliver 01 copy of non-negotiable shipping documents direct to the Procurement Officer, Aror University Sukkur which should reach him at least 08 (eight) days before arrival of the ship at the port in Pakistan

For Goods Manufactured / Available in Pakistan

- (a) All those goods which are to be manufactured in Pakistan, or are to be supplied from the locally available stocks (whether imported or manufactured in Pakistan), may be transported from the place of manufacture or availability to Aror University Sukkur by any mode of transportation as deemed convenient and suitable by the Contractor or Supplier / Vender at his / her risk and cost.
- (b) All costs of handling, loading, transportation, unloading and placing the goods in position in the University shall be borne by the Contractor or Supplier / Vender

GCC 10.3— Supplier shall supply and install the good within 30 Days after signing the contract and shall submit the following.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty and guarantee certificate (where applicable)

7. Insurance (GCC Clause 11)

The Contractor shall arrange the insurance for the goods in whatever way he / she deems fit at his / her risk and cost. The prices quoted in the offer of the Contractor shall include the cost of insurance.

8. Incidental Services (GCC Clause 13)

The Contractor shall provide incidental services as per GCC clause 13. The prices quoted in the offer of the Contractor shall include the cost of incidental services.

9. Installation and Demonstration of Goods

(a) Installation

After inspection, the Contractor shall install the goods or equipment. The entire cost of installation, configuration, application or demonstration, shall be borne by the Contractor.

(b) Demonstration

- i) After installation, the contractor shall provide demonstration to the designated staff of the University.
- ii) The entire **cost**, including the T.A. / D.A. of the personnel involved in the demonstration, shall be **borne by the Contractor or Supplier / Vender**.

10. Completion Certificate/Satisfactory Certificate

After completion of the installation and demonstration, a certificate is to be obtained by the Contractor from the concerned department stating that the goods (item-wise) have been satisfactorily installed and demonstrated by the Contractor or Supplier / Vender.

11. Spare Parts (GCC Clause 14)

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible.

12. Warranty/Guarantee (GCC Clause 15)

The goods/equipment shall bear standard warranty/guarantee of 12 Months or as per BOQ/PO (with free parts & labor) from the date of installation / acceptance. The Contractor shall guarantee supply of good quality goods in accordance with the Specifications. The goods shall be brand new and absolutely free from all defects in material, quality and workmanship. In case of defects, the defective goods, or the defective parts / components of the goods thereof, shall be replaced by the Contractor within warranty period after installation & commissioning free of cost to the University.

The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material, and equipment as are needed for satisfactory operation of the goods/equipment at the University premises.

Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period.

13. Payment (GCC Clause 16)

The entire contract price shall be due and payable upon 100% delivery, subsequent to the issuance of a satisfactory Inspection Certificate by the Indenting Department. Preferably, full payment is expected upon the completion of the delivery. However, in the event of partial delivery, the payment may be paid proportional to the delivered quantity.

14. Prices (GCC Clause 17)

- a) The prices quoted shall be valid for a period of at least 90 days from the date of opening of the tender.
- b) Until the final Contract is executed, the successful bidder shall be bound by the terms and conditions of this Tender Document.

15. Liquidated Damages (GCC Clause 23)

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

16. Breach of Contract

In case of breach of Warranty /Guarantee or Contract, the damages suffered by the University shall be recovered from the Contractor out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract, without notice to the Contractor.

17. Non-assignment

The Contractor shall not have the right to assign or transfer without the prior approval of the University the benefit and obligations of the Contract or any part thereof.

18. Payments Due from the Contractor

All costs, ascertained damages or expenses for which under the Contract the Contractor is liable to the University may be deducted by the University from any money due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.

19. Resolution of Disputes (GCC Clause 28)

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended 2019

20. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

21. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

22. Notices (GCC Clause 31)

GCC 31.1—Procuring agency's address for notice purposes: Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sukkur, Sindh

—Supplier's address for notice purposes:

Section IV. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

S#.	Items/Quantity	Delivery time after issuance of Award of Work/contract.	Location of Supply
1.	[As specified in Part – V of this bidding documents at P 42-43].	Preferably within 30 Days	Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sukkur, Sindh

Note: specifications of above items are attached

Section V. Technical Specifications

BILLS OF QUANTITIES (BOQ)

PROVISION OF PHOTOGRAPHY, DECORATION AND CATERING SERVICES FOR CONVOCATION 2027

S. No.	Description	Unit	Qty.	Rate (PKR)	Amount (PKR)
A	DECORATION SETUP				
1	Main Marquee/tent with flooring for Student Lunch (5,000 sq ft)	Job	01		
2	Stage Decoration/ Floral Arrangement	Job	01		
3	VIP Sofa/Chairs for guests	No.	50		
4	Guests/Graduate chairs with covers	No.	250		
5	Table with Covers	No.	25		
6	Red Carpet	Job	01		
B	LUNCH				
01	Complete Lunch Arrangement Chicken Karhai, Chicken Biryani, Chicken Boti, Naan Rogni, Salad & Raita, Desert (Gajar ka Halwa), Mineral Water, Mix Vegetable.	No.	500		
02	The Contractor shall provide complete crockery, cutlery, serving utensils, table service, and adequate waiter/service staff for the proper serving and management of the lunch.	No.	500		
03	Mineral Water	No.	500		
C	HI-TEA				
01	Complete Hi-Tea Arrangement The Contractor shall provide complete hi-tea arrangements, including all required food items and beverages as per the approved menu and quantity.	No.	200		
02	The Contractor shall provide complete crockery, cutlery, serving utensils, and adequate waiter/service staff for proper serving and management of the hi-tea.	No.	200		
03	Mineral Water	No.	500		
D	REGISTRATION COUNTERS/SETUP	No	02		
E	PHOTOGRAPHY & DOCUMENTATION				

1	Professional photography on latest camera including editing	Nos.	01		
2	Professional videography on latest camera fx3 with gamble handling with editing with delivery of work in 12 hours after completing of the event	Nos.	01		
3	Drone operator with latest drone videography & photography	Nos.	01		
4	Live streaming through out the event on official social media handles with camera & mics & laptop with professional person provided by vendor	Nos.	01		
5	Edited final video to be delivered in 12 hours after completion of the event	Job	01		
TOTAL AMOUNT					

NOTE:

- The above quantity could be reviewed and/or adjusted as per requirement.
- Delivery should be made in the premises of University; no carriage will be paid separately.
- Quoted Amount should be inclusive of all applicable taxes.
- Bidder must quote all the items in BOQ. Partial bids will be rejected.

Procurement Officer**Contractor**

(INTEGRITY PACT)
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC;
PAYABLE BY CONTRACTORS.

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: PROVISION OF PHOTOGRAPHY, DECORATION AND CATERING SERVICES FOR CONVOCATION 2027, at Aror University of Art, Architecture, Design & Heritage Sukkur.

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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[name of Contractor]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
Deputy Director (Procurement)

.....
(Contractor)

1. Contract Form

THIS AGREEMENT made the _____ day of _____ 19____ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called “the Procuring agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

