

TECHNICAL SPECIFICATION 10 KV

H. Power	05 HP to 10 HP with Battery
Type	Air-Cooled 4 Stoke OHv Gasoline Engine
Start Type	Self Start & Electronic Start Ignition CDI
Tank Capacity	20 to 30 Litters
Volts Stability	Sensitive Improve AVR
Alternation	Self Ignition 2 Role Filed Rotating Type Single Plan
Copper Winding 100%	
Led Meter Display	Time Voltage Frequency Two American Industrial Socket
Cable wire	
Change over switch	
Installation	

PART-B

SECTION - III

CONTRACT FORM

THIS CONTRACT made the _____ day of _____ 2015, between the Director General fisheries Sindh, Karachi, (hereinafter "the purchaser") at the one part and _____ of _____ (hereinafter "the Supplier") at the other part,

WHEREAS the purchaser is desirous that certain goods be provided by the supplier, viz. _____ (hereinafter "the Goods and Services") and has accepted a Tender by the Supplier for the provision of those Goods in the sum of Rs. _____ (hereinafter "the Contract Price"). The Goods will be supplied within fifteen (15) days of signing of this document.

NOW THIS CONTRACT WITNESS AS FOLLOWS.

The Contract shall consist of this Contract Form and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Contract Documents") all of which by this reference are incorporated herein and made part hereof.

- (a) Notification of Award;
- (b) Tender Form and Price Schedules;
- (c) Special Conditions of Contract;
- (d) General Conditions of Contract;
- (e) Scope of work;

This Contract sets forth the contract & agreement between the parties pertaining to the supply of the goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of Goods. This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects, in conformity in all respects with the provisions of the Contract.

The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the Goods and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract, fully after completion of contract.

Any notice under this Contract shall be in form of letter, telex or fax. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. in the absence of such notice to the contrary, notice to the purchaser shall be properly addressed to:

The Director General Fisheries Sindh Karachi Telephone No.021-99203314 and notice to the Supplier shall be properly addressed to:

(Supplier's address, telex number and fax address)

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

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

Signature of Purchaser
Director General Fisheries
Sindh Karachi

(Signature of Supplier)

Signed, Sealed and Delivered by the _____

_____ in the presence of _____

Signed, Sealed and Delivered by the said _____

of _____

1. Bid Form and Price Schedules

Date: _____
IFB N^o: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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

Dated this _____ day of _____ 19 _____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____

1 Item	2 Description	3 Country of origin	4 Quantity	5 Unit price DDP named place	6 Total DDP per item	7 Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required ⁵

Signature of Bidder _____

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

⁵ Must be included if required under JTB 11.2

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring agency]* (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 19____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. 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)

4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 19____ to supply *[description of goods and services]* (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the _____ day of _____ 19_____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

[Sec Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

SECTION – V

SPECIAL CONDITION OF CONTRACT

The following special conditions of contract shall supplement the General Conditions of Contract. The corresponding Clause Number of the General Conditions/Instruction to tenderer where applicable is indicated in parenthesis:

1. Definition.

1.1 The Purchaser: Director General Fisheries Sindh Karachi
Block-50, Pak Secretariat Sadler Karachi

1.2 The Supplier is _____

2. Inspection and Tests (Clause 5).

2.1 The following inspection procedures and test are required by the purchaser.

- (a) Technical Specification.
- (b) Performance of equipment and other items should be as per Warranty Card.
- (c) All legal documents should be available.

3. Documents & Delivery

(Instruction to Tenderers Clause 13+14, General Conditions Clause 12).

3.1 For Domestic Goods.

- (a) Previous Similar Supply Performance List.
- (b) One original and three copies of the Supplier invoice showing good's description, quantity, unit prices, total amount.
- (c) Inspection Certificate in original issued by the nominated inspection agency, and the Supplier's factory inspection report;
- (d) Certificate of Origin in Original.

4. Payments and invoice (Clause 11).

4.1 The supplier's request (s) for payment shall be made to the Purchaser in writing accompanied by the invoice describing as appropriate the Goods delivered and services performance, by inspection certificate, delivery Challan packing list, Insurance Certificate etc.

5. Warranty (Clause 10)

5.1 In partial modification of the provisions, the warranty period shall be of one year, after receipt of the equipment.

6. **Services.**

- 6.1 The following Service shall be covered in case of equipment/vehicle"(s).
- (a) The Supplier shall deliver the Vehicle/Electrical/Electronic Equipment in assemble condition ready to operate at the site of installation/delivery.
 - (b) The Supplier shall demonstrate the all Equipment at the point of delivery of the operation/installation of equipment to the purchaser.
 - (c) The Supplier shall ensure the supply of installation/ operational & service manuals & diagrams of all Equipment.

7. **Arbitration** (resolution of dispute Clause 16).

- 7.1 In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Country.

8. **Liquidated Damages.**

- 8.1 Liquidated Damages shall be levied at the Uniform rate of 2% per month or part thereof, which will be calculated on the basis of calendar month.
- 8.2 The penalty shall be only for the undelivered stores except where the undelivered part hold-up the use of the delivered part.
- 8.3 The maximum penalty would be up to 10% of the tender price.
- 8.4 The Purchaser may waive liquidated damages provided,
- (a) There is no physical or potential loss to the Purchaser.
 - (b) Rate of the stores have not gone down. Supplier is not responsible for delay in the Supply of the stores.

Note: If on re-examination of the case in the light of representation from the Contract against the decision of the Administrative Officer, the intention is to reduce a portion of the Governments claim for L/D already imposed, the contractor may orally be requested to give in writing that he would pay the said amount in full and final settlement of the L/D (without disclosing the Government decision/intention) and that it will not be subject to arbitration or legal proceeding, failing which the original decision should stand.

9. **Transportation.**

- 9.1 The packing should be sufficient to withstand rough handling and exposure to extreme heat, salt and precipitation during transit or storage, packing size and weight shall be taken into consideration.

10. Spare Parts.

10.1 Availability of the spare parts may be ensured during the period of warranty.

11. Notices.

11.1 For the purpose of all notice the following shall be address of the Purchaser and Supplier.

(a) PURCHASER: DIRECTOR GENERAL FISHERIES SINDH,
KARACHI, BLOCK-50 PAK.
SECRETARIAT SADDER
KARACHI

(b) SUPPLIER: _____

SECTION - IV

GENERAL CONDITIONS OF CONTRACT

01. Use of Contract Documents and Information.

- 1.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawing, pattern, purchaser in connection herewith, to any person other than 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 purpose of such performance.
- 1.2 The Supplier shall not, without the Purchaser's prior written consent, made use any document or information specified in Clause 1.1 above, except for purpose of performing the Contract.
- 1.3 Any documents, other than the Contract itself, specified in Clause 1.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the purchaser, on completion of the Supplier's performance under the contract, if so required by the Purchaser.

02. Change Order.

- 2.1 The Purchaser may at any time, by written notice to the Supplier, make changes within general scope of the contract.
- 2.2 Upon notification by the Purchaser of such change, the supplier shall submit to the Purchaser an estimate of costs for the proposed change (hereinafter referred to as the Change or Changes), including any change in the schedule of payments, within ten (10) calendar days of receipt of notice of change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the contract, as well as a detailed schedule for the execution of the change, if applicable.
- 2.3 The supplier shall not perform change in accordance with Clause 2.1 above until the purchaser has authorized a change order in writing on the basis of the estimate provided by the Supplier as described in Clause 2.2 above.
- 2.4 Adjustment in; the work Schedule or the Contract price authorized by a change pursuant to Clause 2.3 are not subject to renewed quotations, and such adjustments shall be deemed to include any cumulative effect of this and previously authorized change.

2.5 Change mutually agreed upon as a change shall constitute a part of work under this Contract and the provisions and conditions of the Contract shall apply to said change.

2.6 Except with the express permission of the purchaser, the supply of Goods shall not be delayed pending agreement of costs or schedules affected by a change.

3. Contract Amendments.

3.1 Subject to Clause 2, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

4. Subcontracts.

4.1 The Supplier shall not subcontract all or any part of the Contract without first obtaining the Purchaser's approval in writing of the subcontracting and the subcontractor.

4.2 The Supplier guarantees that any and all subcontractors of the Supplier for performance of part of work under the Contract will comply fully with the terms of the Contract applicable such part of the work under the contract.

5. Inspection and Tests.

5.1 Inspection Authority viz. Secretary to Government of Sindh, Livestock & Fisheries Department, Director General Fisheries Sindh, Karachi, / their authorized representative or any officer(s) of other Departments involved in purchase as described in Sindh Public Procurement Act, 2009, SPP Rules, 2010, shall have the right to inspect and test the Goods to confirm their conformity to the Specifications. The Specification Conditions of Contract or Specifications or both shall specify what inspections and test the inspectors require and where they are to be conducted. The inspector shall notify the Supplier in writing of the identity of any representative nominated for these purposes.

5.2 The inspections and tests may be conducted by the trained persons provided by contractor on the premises of the Supplier or its sub-contracts (s) or at point of delivery or at the Good's final destination. Where conducted on the premises the Supplier or its subcontractor (s) shall provide reasonable facilities and assistance to the inspectors at no charges to the purchaser.

6. Performance Security.

6.1 The Supplier shall cause performance security to be furnished to the purchaser in the amount of ten percent (05%) of the Contract price. Such performance Security shall be provided, in form satisfactory to the Purchaser, within Seven (07) days after the Supplier's receipt of the notification of award of contract.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its work under the contract. The Supplier shall cause the validity period of the performance security to be extended for such period(s) as the schedule may be extended pursuant to Clause 12.2.

6.3 The performance Security shall be denominated in a Currency of the Contract and shall be in shape of a pay order or Bank draft in favour of Purchaser

6.4 The performance Security will be discharged or returned or both by the Purchaser not later than thirty (30) days following the date of final acceptance pursuant to Clause 9.1

7. Indemnity.

7.1 The Supplier and the Purchaser shall indemnify and hold harmless each other from and against such claims and liabilities as provided in the special conditions of Contract

7.2 Notwithstanding anything in this Contract to the contrary, it is agreed that neither the Supplier nor the Purchaser shall be held liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damage.

8. Transfer of Title.

8.1 The Goods whether installed or not, shall immediately, in consideration of payment of the first instalment of the Contract price to the Supplier by the purchaser, become and remain the property of the purchaser; provided always that the Supplier shall have a particular possessors lien on the Goods to the extent the value thereof exceeds the total value of the instalment payments made in the purchaser to the Supplier.

8.2 Notwithstanding the provisions of Clause 8.1 the Supplier shall be responsible for all damages to and loss of all aforesaid items furnished by the Supplier until the Certificate of Final Acceptance has been issued pursuant to Clause 9.

9. Acceptance.

9.1 Upon completion of the supply under the Contract, a final inspection will be carried out by the Inspection authority for the purpose and accepting the Goods (hereinafter called the Final Acceptance). Such inspection shall constitute the

Final Acceptance of the Goods and services under the contract, unless the inspection shows defects or short comings or both.

9.2 Opinion are considered essential, a re-inspection shall be convened/ Carried out with regard thereto otherwise the Purchaser may accept the Goods if the defects or shortcomings or both are not considered essential, and the Supplier has agreed to carry out the repairs in conformity with this Contract.

10. Warranty.

10.1 The Supplier warrants to the Purchaser that the Goods and Services supplied under the contract will comply strictly the Contract, shall be first class in very particular case and shall be free of defects. The Supplier further warrants to the Purchaser that all material, equipment and Supplier furnished by the Supplier or its subcontractors for the purpose of the Goods will be new merchantable of the most suitable grade, and fit for their intended purpose. Then Contractor further warrants that the Services to be carried out under this Contract will conform with general accepted professional standards and Engineering principles.

10.2 The purchaser shall promptly notify the Supplier in writing of any claim arising under the Warranty.

10.3 Upon receipt of such notice, the Supplier shall promptly either replace the defective Goods or part thereof, inclusive of where applicable, the cost of inland delivery of the repaired or replaced Goods or part of entry to the final destination.

10.4 Without prejudice to Clause 10.2 and 10.3 above the Supplier shall promptly correct, at the satisfaction to the Purchaser, any defect in any work or correction performed pursuant to Clauses 10.2 and 10.3 above and upon receipt of written notice of defect within twelve (12) months from acceptance of the corrected defect.

10.5 If the Supplier, having been notified, fails to remedy the defect(s) in accordance with the Contract the Purchaser may proceed to take such remedial action as may be necessary, at the Supplies expense. The Supplier's Warranty pursuant to this Clause without prejudice to any other rights or remedies which the Purchaser may have against the Supplier under Contract.

11. Payment.

11.1 Pursuant to Clause 9.1 of the General Condition of Contract, the purchaser will pay the supplier after completion of supply as advertised i.e. 90 days after award of contract.

11.2 The payment shall be made to the Supplier under the contract shall be specified in the Tender Form.

11.4 Subject to Clause 2 of the General Conditions of Contract, prices charged by Supplier for Goods and Services under the Contract shall not vary from the prices quoted by the supplier's in the Tender Form.

12. Extensions in the Supplier's performance.

12.1 Supply and delivery of the Goods shall be made by the Supplier in accordance with the supply schedule, pursuant to the Special Conditions of contract.

12.2 The Supplier may claim extension of the time limits forth in the work schedule in case of:

- (a) Change ordered by the Purchaser pursuant to Clause 2;
 - (b) Delay of any materials, which are to be provided by the purchaser.
 - (c) Force Majeure pursuant to Clause 18; and
 - (d) Delay in performance of work caused by orders issued by the Purchaser.
- The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavours to avoid or overcome such causes of delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay.

13. Termination for Default.

13.1 The Purchaser may, without prejudice to any remedy for breach of Contract written notice of default sent to the Supplier, terminate the Contract in whole or in part.

- (a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser, pursuant to Clause 12 or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract; and if the Supplier, in either of the above circumstance, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Purchaser may authorize in writing after receipt of a notice of default from the Purchaser specifying the nature of the default (s)).

14. Termination for insolvency.

14.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action of remedy which has accrued or will occur thereafter to the Purchaser.

15. Termination for Convenience.

- 15.1 The Purchaser may, by written notice to the Supplier, terminate the Contract, in whole or in part of any time for its convenience. The notice of termination shall specify that termination is for the Purchaser, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 15.2 The Goods that is complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract prices and on the other Contract terms. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion thereof completed and delivered at the Contract prices in the Contract terms; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier for the purpose of the Contract, together with a reasonable allowance for overhead profit.

16. Resolution of Disputes.

- 16.1 The Purchaser 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.
- 16.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract. The award shall be final and binding on the parties.

17. Applicable Law.

- 17.1 The Contract shall be governed by and interpreted in accordance with the laws of the Country.

18. Force Majeure.

- 18.1 In the event that the Supplier or any of its Subcontractors, or the Purchaser is delayed in performance any of its respective obligations under the Contract, and such delay is caused by force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earth quakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 12, and the period of such delay may be added to the time of performance of the obligation delayed.

18.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such Condition and the cause thereof. Unless otherwise directed by the Purchaser in the 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.

19. Assignment.

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

20. Headings.

20.1 Headings, whether of Clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the Contract.

21. Waiver.

21.1 Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to effect in any way the right of that party to require such performance.

22. Income Tax.

22.1 Income Tax will be deducted from the payment made to the contractor at source as per the Income Tax Laws amended to date.

22.2 The supplier will provide valid document showing General Sales Tax Number, NTN Number allotted to him, as per existence rules. The documents shall accompany the photocopy of recent Computerised National Identity Card.

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.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

Introduction	
ITB 1.1	Name of Procuring Agency of Government of Sindh DS Fisheries
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount. <i>[when applicable]</i>
ITB 1.1	Name of Project.
ITB 1.1	Name of Contract. General <i>[For a Project requiring similar but separate items of equipment specified in the Schedule of Requirements, bids may be invited under alternative contract options, and the Bidder should be allowed, at its option, to bid for individual contracts or for a group of similar contracts (package). The basis for bid evaluation and contract award, by item or package, shall be specified herein.]</i>
ITB 4.1	Name of Procuring agency.
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers. DS Fisheries Pak Beawalatal. Block-50 Tel: 9920334
ITB 8.1	Language of the bid. English <i>[Insert appropriate language]</i>

Bid Price and Currency	
ITB 11.2	The price quoted shall be PK currency <i>[Specify whether price of incidental services, must be quoted in addition to delivered duty paid (DDP) price.]</i> <i>[The related provisions shall be reflected accordingly in SCC and Price Schedules.]</i>
ITB 11.5	The price shall be fixed, or the price shall be adjustable. X <i>[Delete the non applicable option.]</i>

Preparation and Submission of Bids	
ITB 13.3 (d)	<p>Qualification requirements. As per Tech criteria</p> <p><i>[Specify, for example, requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued. The following requirement may also be specified:</i></p> <p><i>"If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as nonresponsive."]</i></p>
ITB 14.3 (b)	Spare parts required for _____ <i>[number]</i> of years of operation.
ITB 15.1	<p>Amount of bid security. 2.5%</p> <p><i>[For small value purchases, bid security is not essential and may be dispensed with. If so, reference to ITB Clause 15.1 should be retained followed by the words "not required." In all other cases, the amount may be expressed either as a fixed amount or as an amount not less than a specified percentage of the Bidder's bid price, preferably the former. Bid security shall normally be around two (2) percent and in no case shall exceed five (5) percent of the bid amount.]</i></p>
ITB 16.1	<p>Bid validity period. 60 days</p> <p><i>[The period should be sufficient to permit completion of the evaluation, review of the recommended selection by the Procuring agency (if so required), the obtainment of approvals, and notification of award. Normally, the validity should be ninety (90) days, or shorter for simple goods (e.g., materials). A realistic period should be specified in order to avoid the need for extension.]</i></p>
ITB 17.1	Number of copies.
ITB 18.2 (a)	Address for bid submission. 115.15 DGFULI B1:50 Akasa
ITB 18.2 (b)	IFB title and number.
ITB 19.1	Deadline for bid submission.
ITB 22.1	<p>Time, date, and place for bid opening. 15.00 PM</p> <p><i>[The date should be the same as for bid submission specified under ITB 19.1 above, and the time should also be the same as specified under ITB 19.1, or immediately thereafter.]</i></p>

Bid Evaluation	
ITB 25.3	<p>Criteria for bid evaluation. As per T.S.</p> <p><i>[Select as appropriate from criteria listed in ITB Clause 25.3 (e.g., 25.3 (b) and (c)), and in the reference under ITB 25.4 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 25.4 (b) (i) and (c) (ii)).]</i></p>
ITB 25.4 (a)	One option only.
ITB 25.4 (b)	<p>Delivery schedule. —</p> <p>Relevant parameters in accordance with option selected:</p>

Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the

any government organization in accordance with sub clause 34.1

- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 5. Content of Bidding Documents**
- 5.1 the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Manufacturer's Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the

rejection of its bid.

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

7. Amendment of Bidding Documents 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

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

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

C. Preparation of Bids

8. Language of Bid 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid 9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB

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

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

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

10. Bid Form

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

11. Bid Prices

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

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

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

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

12. Bid Currencies

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

13. Documents Establishing Bidder's

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

Eligibility and Qualification

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and

performance characteristics of the goods;

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

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

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

15. Bid Security

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

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

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

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

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

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

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

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

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

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

17. Format and Signing of Bid

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

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

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

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

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

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

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

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

21. Modification and Withdrawal of Bids

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

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

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

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

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring agency

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

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

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

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

23. Clarification of Bids

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

24. Preliminary Examination

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

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

24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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

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

25. Evaluation and Comparison of Bids

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

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

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

- (a) incidental costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

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

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

the final destination.

(b) *Delivery schedule.*

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

or

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

or

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

(c) *Deviation in payment schedule.*

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

or

- (ii) The SCC stipulates the payment schedule offered by

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

(d) *Cost of spare parts.*

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

or

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

or

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

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

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

(f) *Operating and maintenance costs.*

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

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

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

or

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

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

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

Alternative

25.4 Merit Point System:

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

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

determined to be qualified to perform the contract satisfactorily.

- 29. Procuring agency's Right to Vary Quantities at Time of Award**
- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 33 Performance Security**
- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

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

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 any thing 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.