



NO. D.G/A&A/CT&AD/SPPRA/2017-18/ 707

GOVERNMENT OF SINDH

CULTURE, TOURISM & ANTIQUITIES DEPARTMENT

DIRECTORATE GENERAL OF ANTIQUITIES & ARCHAEOLOGY

NATIONAL MUSEUM OF PAKISTAN, MOULANA WAFAI ROAD, SADDAR

KARACHI DATED/ 30th November, 2017

To

✓ **The Assistant Director (Assessment),**

Sindh Public Procurement Regulatory Authority,
Karachi.

SUBJECT: **NIT NO: XEN/A&A/CT&AD/NIT/2017-18/688 DATED 30.11.2017**
SPPRA SR # 35281.

I am directed to refer to your letter No. AD(ASMT)/SPPRA/35281/2017-18/1831, dated 28.11.2017 on the subject noted above and to submit herewith documents/clarification as per your observation, Para wise:

- 1) Published copies of subject NIT appeared in various newspapers (Urdu, Sindhi & English) languages are annexed herewith as per requirement.
- 2) Requisite Bid Data Sheet along with Instructions to bidder are hereby attached.
- 3) Bid Validity Period is mentioned in Bid Data Sheet as (90 days).
- 4) Word "Standard size" used against item(s) are usually having specification in market as 'small, medium, large or standard size' therefore word in question is specifying the required product. However, requirement of sound system is the part of event management hence cannot be specified as it is depending upon the event.

AD

4/12

Assistant Engineer

ASSISTANT ENGINEER

Directorate General of Antiquities & Archaeology
Culture, Tourism & Antiquities Department
Government of Sindh

C.C to:

1. P.S to Secretary, Culture, Tourism & Antiquities Department, Government of Sindh, Karachi.
2. Office File.

SPPRA INWARD DIARY
NO: 3600
DATED: 30-11-17

Ms. Sanobar



No.A.D/(ASMT)/SPPRA/35281/2017/1831
GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY
AUTHORITY
Karachi, Dated 28 November, 2017

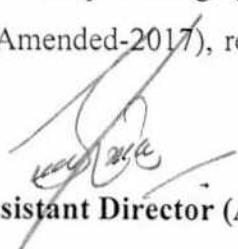
The Assistant Archaeological Engineer,
Culture, Tourism & Antiquities Department,
Govt. of Sindh,
Karachi

SUBJECT: NIT No. XEN/A&A/CT&AD/NIT/2017-18/688 Dated 14.11.2017 SR. 35281

I am directed to refer to the subject NIT received vide letter No. XEN/A&A/CT&AD/NIT/2017-18/A/688 Dated 14.11.2017, it has been observe that:

- i) Procuring Agency is required to furnish copies of newspaper clipping of subject NIT of published in widely circulated & leading newspaper of English, Urdu & Sindhi languages in terms of Rule-17(1A)&(2) of SPP Rules-2010.
- ii) Procuring Agency has not furnished instruction for bidder and Bid Data Sheet, which is required under Rule-21(1) of SPP Rule-2010(Amended-2017).
- iii) Procuring Agency has not furnished Bid Validity Period, which is required in terms of Rule-38 of SPP Rule-2010(Amended-2017).
- iv) Procuring Agency used word "Standard Size" in specification which is a vague term. Size of items to be procured should be clearly mentioned so that bidder may submit best bid. Requirement of sound system is not mentioned ^{ice:} in mic, speakers etc.

2. It may be noted that it is the sole responsibility of the procuring agency to carry out all the public procurement by observing SPP Rules, 2010(Amended-2017), regulations and procedure in vogue in letter and spirit.


Assistant Director (Assessment)

Copy forwarded for information to:

- 1) The Secretary, Culture, Tourism & Antiquities Department, Govt. of Sindh, Karachi.
- 2) The Staff Officer to M.D. SPPRA, Karachi.

November 10
Safar 26, 1439

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BY QUAID-I-AZAM MOHAMMAD ALI JINNAH FOUNDED



**DIRECTORATE GENERAL OF ANTIQUITIES & ARCHAEOLOGY
CULTURE, TOURISM & ANTIQUITIES DEPARTMENT,
GOVERNMENT OF SINDH
NATIONAL MUSEUM OF PAKISTAN MOULANA WAFAI ROAD, SADDAR, KARACHI**

No. XEN/A&A/CT&AD/NIT/2017-18/688/

Dated: 14.11.2017

NOTICE INVITING TENDER

Directorate General of Antiquities & Archaeology, CT&AD, Government of Sindh, invites sealed tenders from well established, experienced and reputed firms possessing their GST, SST & NTN's for the following items for the Quaid-e-Azam House Museum of Karachi as per provision of SPP Rules 2010 (Amended 2017) through single stage one envelope Bidding procedure.

- A) Purchase of Books
- B) Events Management/Seminars
- C) Documentary Film
- D) Purchase General Items: (i) Others (ii) Cost of Other Stores (iii) Printing & Publication, etc.

Eligibility Conditions:

- a) Relevant experience of (3) three years.
- b) Company profile (a) Audit copy (for 3 years) certified by Government Financial Institutional Acknowledged Chartered Accountant (b) Financial status (bank statement) showing financial turn over amounting of 2 million rupees for 3 years.
- c) Registration with Income Tax Department (NTN), Sales Tax (GST) and Sindh Revenue Board (SRB) all required registrations are up to date (where if applicable).
- d) Undertaking on affidavit, that firm is not involved in any litigation / has not abandoned any work in any department.

Terms & Conditions:

1. The interested firms can purchase the set of tender documents from the office of Assistant Archaeological Engineer Directorate General of Antiquities & Archaeology, CT&AD Government of Sindh, National Museum of Pakistan, Maulana Wafai Road, Saddar, Karachi from date of publication of this NIT upto 05.12.2017 during office hours against payment of tender fee Rs. 1000/- (non-refundable) in shape of Pay Order in favour of Assistant Archaeological Engineer Directorate General of Antiquities & Archaeology, CT&AD, Government of Sindh for each tender.
2. Tender documents duly filled in and supported with required documents should be dropped in the tender box kept in the office of Assistant Archaeological Engineer, Directorate General of Antiquities & Archaeology, CT&AD Government of Sindh, National Museum of Pakistan, Maulana Wafai Road, Saddar, Karachi on 06.12.2017 by 10.30 am which shall be opened on the same date at 11.30 am in presence of participating bidders/their authorized representatives who wish to attend.
3. Rates quoted must be inclusive of all prevalent taxes, providing, transportation and fixing / installation and all pages of tender documents must be signed & stamped by Bidder.
4. The bidders should submit earnest money / bid security 2.50% of the bid amount, in shape of Banker's Cheque / CDR in favour of Assistant Archaeological Engineer, Directorate General of Antiquities & Archaeology, CT&AD, Government of Sindh, cash/cheque will not be considered.
5. No tender shall be issued on the date of opening of tender.
6. In case of holiday or unforeseen circumstances the schedule of submission & opening shall be **on next working day**.
7. A representative must have authority on stamp paper from his firm/company's owner including details of owners along with CNIC copy.
8. Conditional/Telegraphic tender will not be entertained.
9. The Procuring Agency may reject all or any bid subject to the relevant provision of SPP Rules 2010 (Amended 2017) and may cancel the bidding process under provision of SPPRA.
10. For further assistance, please contact Admin Office # 021-99212126 during office hours.

INF-KRY No. 4789/17

ہم دہشتگردی کے خلاف متحد ہیں۔

Say No to Corruption

ASSISTANT ARCHAEOLOGICAL ENGINEER

ڈائریکٹریٹ جنرل آف اینٹی کوریپشن اینڈ آرکی لو جی،
 کلچر ٹورازم اینڈ اینٹی کوریپشن ڈیپارٹمنٹ، حکومت سندھ
 نیشنل میوزیم آف پاکستان، مولانا فاضل روضہ، صدر، کراچی



نوٹس طلبی اینڈر (NIT)

نمبر: XEN/A&A/CT&AD/NIT/2017-18/688 مورخہ: 14.11.2017

ڈائریکٹریٹ جنرل آف اینٹی کوریپشن اینڈ آرکی لو جی، CT&AD، حکومت سندھ کو SPP روز 2010 (ترمیم شدہ 2017) کے مطابق ایک مرحلہ - ایک لٹاف طریق کار کے تحت تمام عظیم میوزیم ہاؤس بنام کراچی کیلئے درج ذیل آئٹمز کی فراہمی کیلئے SST، GST اور NTN کی حامل خوب منگم، چمبہ کار اور اچھی ساکھ کی حامل فرمز سے سربمہر ٹینڈرز مطلوب ہیں:

- (A) کتب کی خریداری۔
- (B) ایونٹ منجمنٹ/اسیمینار۔
- (C) دستاویزی/لٹم۔
- (D) جنرل آئٹمز کی خریداری (i) دیگر (ii) دیگر اسٹورز کی لاگت (iii) لماعت و اشاعت وغیرہ۔

شرائط اہلیت

- (a) تین برسوں کا متعلقہ تجربہ۔
- (b) کمپنی کا خاکہ (a) آڈٹ کا پی (برائے گزشتہ 3 سال) معمدقہ منجانب گورنمنٹ فنانشل انسٹیٹیوشنل اکائونٹنٹ چارٹرڈ اکاؤنٹینٹ (b) مالیاتی حیثیت (پبک اسٹیشنٹ) جو 3 سال کے دوران مبلغ 2 ملین روپے کا مالی ٹرن اور ظاہر کرتی ہو۔
- (c) انٹرنیشنل ڈیپارٹمنٹ (NTN)، بیلنگنگس (GST) اور سندھ ریونیو بورڈ (SRB) سمیت تمام مطلوبہ اداروں میں رجسٹریشن شرط ہے (جہاں/اگر اطلاق ہوتا ہو)۔
- (d) ایپل ڈیوٹ پر حلف نامہ فراہم کسی قسم کے قانونی تنازعات میں ملوث نہیں کسی ملک میں اس کے کوئی کام باکمل نہیں چھوڑا۔

شرائط و ضوابط

- 1۔ ڈیپٹی سیکرٹری دہلی فرم ٹینڈرز و بارات کا سب دفتر اسسٹنٹ آرکی لو جیکل انجینئر، ڈائریکٹریٹ جنرل آف اینٹی کوریپشن اینڈ آرکی لو جی، CT&AD، حکومت سندھ، نیشنل میوزیم آف پاکستان، مولانا فاضل روضہ، صدر، کراچی سے تاریخ NIT ہڈا کی اشاعت سے 05.12.2017 تک دوران دفتری اوقات مبلغ 1000 روپے (ہاتھ میں) کی ٹینڈر فیس پیش کرنا ہے آرڈر جن اسسٹنٹ آرکی لو جیکل انجینئر، ڈائریکٹریٹ جنرل آف اینٹی کوریپشن اینڈ آرکی لو جی، CT&AD، حکومت سندھ برائے ٹینڈر بھجوانا اور ایپل ڈیوٹ پر خرید سکتی ہیں۔
- 2۔ باقاعدہ پر مشورہ ٹینڈر و بارات ہر اہل مطلوبہ دستاویزات دفتر اسسٹنٹ آرکی لو جیکل انجینئر، ڈائریکٹریٹ جنرل آف اینٹی کوریپشن اینڈ آرکی لو جی، CT&AD، حکومت سندھ، نیشنل میوزیم آف پاکستان، مولانا فاضل روضہ، صدر، کراچی میں رکھے ٹینڈر بکس میں 06.12.2017 صبح 10:30 بجے تک ڈال دی جائیں جو اس تاریخ پر 11:30 بجے موقع پر موجودگی کے خواہاں شرکت کنندہ پیشکش دہندگان/ان کے ہمازما بندوں کے سامنے کھولی جائیں گی۔
- 3۔ لازم ہے کہ پیش کردہ نرخ میں تمام رائج ٹیکسز، ٹرانسپورٹیشن اور کسٹنگ/تھییب کے اخراجات شامل ہوں اور پیشکش دہندہ کی جانب سے ٹینڈر دستاویزات کے ہر صفحے پر دستخط اور مہر ثبت کرنا لازمی ہے۔
- 4۔ پیشکش دہندگان کو چاہیے کہ پیشکش کی کل لاگت کا 2.50% زر ضمانت/زر ضمانت بٹکل ٹیکرز چیک/CDR جن اسسٹنٹ ڈائریکٹر CT&AD، DP&DWS حکومت سندھ جمع کرانگیں۔ اس ضمن میں نقد/چیک زیر غور نہیں لائے جائیں گے۔
- 5۔ ٹینڈر کھولے جانے کی تاریخ پر کوئی ٹینڈر فروخت نہیں کیا جائیگا۔
- 6۔ تقبیل یا ناگہانی حالات پیدا ہوجانے کی صورت میں جمع کرائے اور کھولے جانے کا شیڈول اگلا یوم کار ہوگا۔
- 7۔ فرمائندہ سے اپنی فرم/کمپنی کے مالک کی تفصیلات اور CNIC کی نقل سمیت اس کی جانب سے اسٹامپ پیپر پر پکارنا سے کا حامل ہونا لازمی ہے۔
- 8۔ مشرط/ٹیکسٹ/ٹیکسٹ سے موصول ٹینڈرز پر تو چھپیں دی جائیں گی۔
- 9۔ پروکوریٹس اینڈ اینٹی سپی SPP روز 2010 (ترمیم شدہ 2017) کے متعلقہ مندرجات سے مشرط تمام یا کوئی پیشکش مسترد کر سکتی ہے اور SPPRA کے مندرجات کی رو سے بڈنگ کی کارروائی منسوخ کر سکتی ہے۔
- 10۔ مزید امانت کیلئے ازراہ کریم ایڈیشن آف سے 021-99212126 پر دوران دفتری اوقات رابطہ کیجئے۔

اسسٹنٹ آرکی لو جیکل انجینئر
 INF-KRY-4789/17
 ہمہ پشت گری کے خلاف متحد ہیں

ڪاوش

جمع 17 نومبر 2017ع

هڪ ئي وقت ڪراچي، حيدرآباد ۽ سکر مان شايع ٿيندڙ پهرين سنڌي اخبار

ڊائريڪٽوريٽ جنرل آف اينٽيڪيٽيز اينڊ آرڪيالاجي، ڪلچر، ٽوٽرزم اينڊ اينٽيڪيٽيز ڊپارٽمينٽ، گورنمينٽ آف سنڌ نيشنل ميوزيم آف پاڪستان، مولانا وفائي روڊ، صدر، ڪراچي



ٽينڊرن (NIT) گھراڻن لاءِ نوٽيس

No. XEN/A&A/CT&AD/NIT/2017-18/688 Dated: 14-11-2017

ڊائريڪٽوريٽ جنرل آف اينٽيڪيٽيز اينڊ آرڪيالاجي، سي ٽي اينڊ اي ڊي گورنمينٽ آف سنڌ مھربند آڇون چڱي طرح استٽيبلس ليل تجزيو رکندڙ ۽ ساڪ ٽارين فرمن کان جيڪي جي ايس ٽي، ايس ايس ٽي اينڊ اين ٽي اين رکندڙ هجن هيٺ ڄاڻايل آئٽمز لاءِ قائد اعظم هائوس ميوزيم ايت ڪراچي لاءِ ايس بي بي جي پروويڊن جي رولز 2010 (ترميم ٿيل 2017) معرفت سنگل اسٽيج ون اينويٽي بڊنگ پروسيسر موجب آڇون گھريل آهن.

- (A) ڪتابن جي خريداري
- (B) ايونٽس مئنيجمينٽس/سيمينارز.
- (C) دستاويزي/فيلر
- (D) جنرل آئٽمز جي خريداري (i) ٻيا (ii) ٻئي اسٽورز جي رقم (iii) پرنٽنگ اينڊ پبليڪيشن وغيره.

اهليتي شرط:

- (a) ٽن 3 سالن جو لاڳاپيل تجربو.
- (b) ڪمپني پروفائيل لاءِ آڊٽ ڪاپي ٽن (3 سالن لاءِ) گورنمينٽ فنانشل انسٽيٽيوٽس چارٽرڊ اڪائونٽنٽ مان تصديق ٿيل. فنانشل اسٽيٽس (بينڪ اسٽيٽمينٽ) 2 ملين رپين جو ٽن سالن لاءِ فنانشل رقم جو ٽرن اوور.
- (c) رجسٽريشن سميت انڪر ٽيڪس ڊپارٽمينٽ (اين ٽي اين) سيلز ٽيڪس (جي ايس ٽي) ۽ سنڌ روينيو بورڊ (ايس آر بي) سيشن رجسٽريشن گھريل آهن، (جتي/جيڪڏهن لاڳو ٿيڻ جوڳا).
- (d) حلفنامو فرم ڪنهن الزام پر ملوث نه آهي ۽ ڪنهن به ڊپارٽمينٽ پر ڪورڊ ڪر ڪيل نه آهي.

شرط ۽ ضابطا:

1. دلچسپي رکندڙ فرمون ٽينڊر دستاويزن جو سيٽ آفيس آف ڊي اسسٽنٽ آرڪيالوجيڪل انجنيئر ڊائريڪٽوريٽ جنرل آف اينٽيڪيٽيز اينڊ آرڪيالاجي، سي ٽي اينڊ اي ڊي گورنمينٽ آف سنڌ، نيشنل ميوزيم آف پاڪستان، مولانا وفائي روڊ صدر، ڪراچي کان هن اين آه جي اشاعت کان تاريخ 2017-12-05 تي آفيس وقت دوران ٽينڊر في رقم 1000 رپيا پي آر جي صورت ۾ جيڪا (ناقابل واپسي جوڳي هوندي) بحق اسسٽنٽ آرڪيالوجيڪل انجنيئر ڊائريڪٽوريٽ جنرل آف اينٽيڪيٽيز اينڊ آرڪيالاجي، سي ٽي اينڊ اي ڊي گورنمينٽ آف سنڌ کان هر هڪ ٽينڊر لاءِ خريد ڪري سگھجن ٿا.
2. ٽينڊر دستاويز سمورن گھريل دستاويزن سميت ٽينڊر باڪس ۾ آفيس آف ڊي اسسٽنٽ آرڪيالوجيڪل انجنيئر ڊائريڪٽوريٽ جنرل آف اينٽيڪيٽيز اينڊ آرڪيالاجي، سي ٽي اينڊ اي ڊي گورنمينٽ آف سنڌ نيشنل ميوزيم آف پاڪستان، مولانا وفائي روڊ صدر ڪراچي ۾ تاريخ 2017-12-06 تي صبح 10:30 وڳي موڪليا وڃن ۽ جيڪي ساڳي تاريخ تي صبح 11:30 وڳي شرڪت ڪندڙ واک ڏيندڙن جي موجودگي ۾ يا مجاز نمائندن موجب جيڪي حاضر رهڻ جا خواهشمند آهن، تن جي روبرو ڪوٺيا ويندا.
3. واک ڏيندڙ سموري رقم سمورن ٽيڪسز سميت ٽرانسپورٽيشن ۽ فڪسنگ ۽ انسٽاليشن، ٽينڊر جا سمورا دستاويز واک ڏيندڙ جي اسٽيمپ ۽ صحيح سميت فراهم ڪيا وڃن.
4. واک ڏيندڙن کي جملي واک رقم جي %2.50 جي اگھ سان ڪمپل رٽرن سميٽر ڇڪ جي صورت ۾/ CDR بحق اسسٽنٽ ڊائريڪٽر DP&DWS, CT&AD گورنمينٽ آف سنڌ امانت گھرجن. ڪيش/چيڪ قبول نه ڪيو ويندو.
5. ٽينڊر ڪولڻ واري تاريخ تي ڪورڊ ٽينڊر جاري نه ڪيو ويندو.
6. موڪل ٿيڻ يا ڪن ان ٽن حالتن جي رونما ٿيڻ جي حالت ۾ امانت ۽ ڪولڻ جو پروگرام ورنڊل ڪم وارو ڏينهن هوندو.
7. هڪ نمائندگي وٽ پنهنجي فرم/ ڪمپني جي مالڪ پاران اسٽيمپ پيپر تي اٿارٽي سان گڏ مالڪ جا تفصيل سي اين ايس ڪاپي سان گڏ لازمي ٿئا ويندا.
8. شرط ۽ ٽيلڊيگرام ٽينڊر غور هيٺ نه ايندا.
9. پروڪيورنگ ايجنسي SPPRA رولز-2010 (ترميم ٿيل 2017) جي واسطيدار فرقن جي شرط تحت سيشي يا ڪورڊ واک رد ڪري سگھي ٿي ۽ واک عمل کي منسوخ ڪري سگھي ٿي.
10. وڌيڪ معارفت لاءِ مھرباني ڪري ائلمين آفيس سان آفيس وقت دوران ٽيليفون # 021-99212126 تي رابطو ڪيو.

اسسٽنٽ آرڪيالوجيڪل انجنيئر **SAY NO TO CORRUPTION** سان دھشتگردي جي خلاف متحاذ **INF/KRY/4789/2017**





BID DATA SHEET

NIT Ref: No. XEN/A&A/CT&AD/NIT/2017-18/688 DATED: 14.11.2017

- (a). Name of Procuring Agency :- Directorate General of Antiquities & Archaeology, CT&AD Government of Sindh
- (b). Brief Description Of Work :- Quaid-e-Azam House Museum Karachi
A) Purchase of Books
B) Events Management
C) Documentary /Film
D) Purchase of General Items
- (c). Procuring Agency's Address :- National Museum of Pakistan, Moulana Wafai Road, Saddar, Karachi
- (d). Estimated Cost :- 5.000 M
- (e). Amount Of Bid Security :- 2.50%
- (f). Period of Bid Validity (Days) :- 90 Days
- (g). Deadline for Submission Bids along with time :- 06 December 2017 at 11.30 AM
- (h). Venue, Time and of Bid Opening :- Office of The Assistant Archaeological Engineer, Directorate General of Antiquities & Archaeology, CT&AD Government of Sindh
- (i). Time for Completion from written order of commence :- Till the End of Financial year 2017-18
- (j). Liquidity Damages :- 0.05%

ASSISTANT ENGINEER

Directorate General of Antiquities & Archaeology
Culture, Tourism & Antiquities Department
Government of Sindh

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]

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

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

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

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

F. Award of Contract

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

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

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

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

determined to be qualified to perform the contract satisfactorily.

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

security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of 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.