

**N.I.T SUBMISSION (1)**PROCUREMENT AGENCY: **DIRECTOR FISHERIES SINDH (R&D), KARACHI** TENDER REF: NO. DFS/R&D/ACCTT./34-35, DATED: 08-01-2018

<b><u>DOCUMENTS REQUIRED WITH NIT:</u></b>	<b>Rule No.</b>	<b>IC</b>	<b>AM</b>
a. Notice Inviting Tender	17	√	
b. Notification of Procurement Committee	7	√	
c. Notification of Complaint redressal Committee	31	√	
d. Bidding Documents / Soft Copy /USB/CD	21 (4)	√	
e. Annual Procurement Plan	11 & 12	√	
f. Cheque / Pay Order No.			
g. Method of Receiving Courier		√Hand / Courier	
Initial			

**E.O.I / PRE-QUALIFICATION SUBMISSION (2)**

PROCUREMENT AGENCY \_\_\_\_\_ TENDER REF: \_\_\_\_\_

<b><u>EOI / PRE-QUALIFICATION</u></b>	<b>Rule No.</b>	<b>IC</b>	<b>AM</b>
a. Notice EOI / Pre-qualification	17		
b. Notification of Procurement Committee	7		
c. Notification of Consultant Selection Committee	67		
d. Notification of Complaint redressal Committee	31		
e. Annual Procurement Plan	11 & 12		
f. Pre-qualification /shortlisting documents / RFP documents			
g. Cheque / Pay Order No.			
h. Method of Receiving Courier		Hand / Courier	
Initial			

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**GOVERNMENT OF SINDH**

**TENDER DOCUMENT  
FOR  
PROCUREMENT OF FEED &  
FERTILIZER, CHEMICALS,  
BROODERS ETC.**

**(2017-2018)**

**DIRECTORATE OF FISHERIES SINDH  
(RESEARCH AND DEVELOPMENT)  
KARACHI.**



DIRECTORATE OF FISHERIES SINDH  
RESEARCH & DEVELOPMENT KARACHI  
PAKISTAN SECRETARIAT BLOCK-50.  
Phone. 021-99206532 Fax. 021-9206465

**Email:** [dfsrdkarachi@yahoo.com](mailto:dfsrdkarachi@yahoo.com)

## NOTICE INVITING TENDER

The Government of Sindh, intends to invite tenders for the following works under the “**Provision for Brackish Water Fisheries in Sindh**”. The Director Fisheries Sindh Research & Development, Karachi, as purchaser invites sealed tenders from eligible contractors registered with Sales Tax & Income Tax Department.

ITEMS	QUANTITY	TENDER FEE
		<b>Rs. 2000/-</b>
<b>SHRIMP BROODER</b>		
White shrimp gravid female not less than 55 gram, Banana shrimp gravid female not less than 55 gram, Tiger shrimp male not less than 100 gram and female not less than 150 gram and Kalari ( <i>Metapenaeus sp.</i> ) not less than 25 gram.	Lot	
<b>FEED FOR SHRIMP BROODER</b>		
Trash fish, Cow liver, Polychaete worms, Mayya, Soya been cake.	Lot	
<b>FEED FOR SHRIMP LARVAE</b>		
<b>IMPORTED</b> Microencapsulated feed for shrimp larvae, Prot Zoea, Mysis, Early post larvae 1-7, Late post larvae 7-15, Artemia cysts, Spirulina, Flakes, Live algae starter (marine diatoms <i>Chaetoceros sp.</i> and <i>Thalassiosira sp.</i> )	Lot	
<b>LOCAL</b> Fish meal, Rice Bran powder, Maize gluten, Red kidney bean powder, Wheat flour, Milk powder, Eggs.		
<b>FERTILIZER</b> (Industrial Grade),		
Urea, DAP white powder 100% soluble, Na <sub>2</sub> EDTA white powder, Ferric chloride FeCl <sub>3</sub> , Sodium silicate Na <sub>2</sub> SiO <sub>3</sub> , NPK (20:20:20), Potassium nitrate KNO <sub>3</sub> , Sodium nitrate NaNO <sub>3</sub> , Sodium phosphate Na <sub>2</sub> HPO <sub>4</sub> , Sodium dihydrogen phosphate NaH <sub>2</sub> PO <sub>4</sub> , Vitamin B <sub>1</sub> , Vitamin B <sub>12</sub> , Biotin, Ammonium sulphate (NH <sub>4</sub> ) <sub>2</sub> SO <sub>4</sub> , Sodium sulphate Na <sub>2</sub> SO <sub>4</sub> .	Lot	

<b>CHEMICALS</b> (Industrial Grade)		
Bleach Liquid 11% chlorine, 65% Calcium Hypochlorite , Sodium Thiosulphate, Phenyl, Oxytetracycline, Vitamin C, Vitamin Premix, Alcohol, Formalin, Baker Yeast, Povidine Iodine, Calcium carbonate, Calcium bicarbonate, Sprit, Hydrochloric acid HCl (con), H <sub>2</sub> SO <sub>4</sub> (con), Treflan, Distilled water	Lot	
<b>NETS</b>		
Steel rings dip nets with various mesh sizes nets for larvae. Large size steel ring shaped dip nets for brooder.	Lot	
<b>OTHER MISCELLANEOUS</b>		
Hatchery white wash (Painting of all the interior and exterior surfaces of the Seed Production Unit Hawksbay, Karachi is required).		
<b>REPAIR OF VEHICLAE</b>		
Shehzore Truck, Engine Overhauling, Denting & Painting. New Wiring, New Seats, New Tyres, New Battery.	1 No.	
<b>One Ozonizer, venture, pump and oxygen cylinder for sea water, submersible pump</b>		

1) Bids shall be accepted under the “Single Stage two envelope procedure” defined in the rule 46.(2) of Sindh Public Procurement Rules 2010, according to which the bid shall comprise a single package containing two separate envelopes Each envelope shall contain separately the Technical and Financial Proposal. Initially only the envelope marked “TECHNICAL PROPOSAL” shall be opened. The Envelope marked as FINANCIAL PROPOSAL shall be retained in the custody of the purchaser. The Financial Proposal of the technically accepted bids only shall be opened at the date, time and place communicated to the bidder in advance. Further details can be seen in the tender documents.

2). Tender must be accompanied by a Bid Security of 2.5% by registered firms (refundable) of the value of tender in shape of pay order/ bank draft in favour of Director Fisheries Sindh, Research & Development Karachi which shall remain valid for a period of 28 days beyond the validity period for bids along with tender bond, photocopy of Computerized National Identity Card & General Sales Tax Number.

3). Rates must be quoted including G.S.T & Income Tax.

- 4.) Rates quoted for each tender item must be valid till 60 days w.e.f date of opening of tenders.
- 5.) A complete set of tender documents can be purchased on payment of tender fee up to 08<sup>th</sup> February, 2018, (during office hours) on submission of a written application on the company's letter head with non-refundable fee of Rs. 2000/- in the shape of pay order / bank draft in favor of Director Fisheries Sindh, Research & Development - Karachi.
- 6.) Offers should be accompanied with full information (specification sheets) of the product/ equipment and separate price for every part item.
- 7.) The tender documents should be submitted in the Director Fisheries Sindh, Research & Development - Karachi. on 9<sup>th</sup> February, 2018 by 15:00 hours. Only technical proposal shall be opened first on same day at 15:30 Hours by the Committee in the presence of Bidders or their authorized representatives.
- 8.) Purchase will be made as per provision under the Sindh Public Procurement Rules 2010.
- 9.) Supply order / contract will be issued subject to the availability of funds.
- 10.) Breakage / leakage during transport is the responsibility of Contractor.
- 11.) In the case of offers for supply of stores from within the country, price quoted shall be inclusive of all taxes (present & future) duties and charges for packing, marking, handling, transportation etc.
- 12.) The Procuring Agency reserves the right to reject all or any bid under PPRA Rule.
- 13.) Interested eligible contractors / firms may obtain further detailed information regarding tender item from Directorate of Fisheries Sindh Research & Development Karachi on any working day.

**Director Fisheries Sindh  
Research & Development  
Block-50 Pakistan Secretariat  
Saddar, Karachi.  
Telephone # 99206532.**

**Email: [dfsrdkarachi@yahoo.com](mailto:dfsrdkarachi@yahoo.com)**



**GOVERNMENT OF SINDH  
LIVESTOCK & FISHERIES  
DEPARTMENT**

**NOTIFICATION**

No. SO(Dev)/L&F/3(23)-1/Jetties/2016-17: In supersession of this Department's notification dated 15-12-17 and in compliance of Rule 7 & 8 of Sindh Procurement Rules 2010 (Amended 2013) and with the approval of competent authority, the Procurement Committee for the Construction of floating Jetties for transportation and Rehabilitation & Extensions of Fishermen jetty at Shamspir Island, Karachi and for jetties at District Sujawal of Fisheries Wing of Livestock & Fisheries Department, Government of Sindh is hereby constituted consisting of the following:

**PROCUREMENT COMMITTEE.**

(i).	Director General Fisheries Sindh, Karachi.	Chairman
(ii).	Director Fisheries Sindh (R&D), Karachi	Member
(iii).	Representative of A.G Sindh / D.A.O (concerned)	Member
(iv).	XEN (Prov: Buildings) Thatto, W&S Department, Karachi.	Member
(v).	Deputy Director (Fisheries), DFS (R&D)	Member

**TOR/FUNCTIONS AND RESPONSIBILITIES OF PROCUREMENT COMMITTEE:**

1. Preparing bidding documents.
2. Carrying out technical as well as financial evaluation of the bids.
3. Preparing evaluation report as provided in Rule 45.
4. Making recommendations for the award of contract to the Competent Authority and Perform any other function ancillary and in incidental to the above.
5. The Competent Authority, i.e. Secretary Livestock & Fisheries Department, Government of Sindh would give final approval of the procurement on the recommendations of Procurement Committee.

**(SOHAIL AKBER SHAH)  
ADDITIONAL CHIEF SECRETARY TO  
GOVERNMENT OF SINDH**

No. SO (Dev)/L&F/3(23)-1/Jetties/2016-17

Karachi, dated: 1 January, 2018

CC to:

- i. The Accountant General, Sindh Karachi.
- ii. The Secretary Finance Department Government of Sindh, Karachi.
- iii. The Director General Fisheries Sindh, Karachi.
- iv. The Director (A&F) Sindh Public Procurement Regulatory Authority, Government of Sindh, Karachi.
- v. The Director Fisheries Sindh R&D, Karachi.
- vi. Section officer C-IV vide letter No.SO(C-IV)SGA&CD/1-3/10 dated.5<sup>th</sup> October 2017
- vii. Section officer (I) vide letter No.SO E-I(W&S) 4-18 dated.1<sup>ST</sup> January, 2018
- viii. XEN (Provincial Buildings) Thatto, Works and Service Department, Karachi
- ix. Deputy Director Fisheries, DFS(R&D) (Concerned).
- x. The PS to Secretary, Livestock & Fisheries Department Govt of Sindh, Karachi.

**(MUHAMMAD SADEK KHASKHELI)  
SECTION OFFICER (Dev)**

# **BIDDING DOCUMENT**

## **PART - B.**

### **SECTION - I INSTRUCTIONS TO TENDERERS**

#### **Introduction.**

#### **1. Scope:**

1.1 The Director Fisheries Sindh, (R&D) Karachi (herein after referred to as the Purchaser) wishes to receive tenders for supply & delivery of the goods, materials and equipments (such goods, material, and equipment herein after referred to as the goods) as per list attached at Annexure-1 and as per specification/details at Annexure-“4”.

#### **2. Cost of Tender**

The tenderer shall bear all costs associated with the preparation and delivery of its Tender and the Purchaser will in no case be responsible or liable for those costs.

#### **3. Assurance**

The successful tenderer will be required to give satisfactory assurance of its ability and intention to supply the goods and services pursuant of the contract, within the time set forth there in.

#### **The Tender Document.**

#### **4. Tender Documents.**

4.1 The required goods and services, tender procedures and contract terms are prescribed in the tender document. In addition to the invitation for tenders, the tender documents include:

- i. Instructions to Tenderers.
- ii. Tender form and Price Schedule.
- iii. Contract Form.
- iv. General Conditions of Contract.
- v. Special Conditions of Contract.
- vi. Scope of Work / Bill of quantities.

#### **Annexure.**

- (1) Tender Security form.
- (2) Performance Security form.

4.2 The tenderer is expected to examine the tender Documents, including instruction forms, terms, and specifications. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender document in every respect will result in the rejection of tender.

## **5. Clarification of Tender Documents**

- 5.1 Prospective Tenderers requiring any other information or clarifications of the Tender document may notify the purchaser in writing or by telex or by Fax at the purchaser's mailing address indicated in the tender documents, prior the deadline for submission of Tenders prescribed by the purchaser. The purchaser's response (including an explanation of query) will be sent in writing to all prospective tenderers who have received the tender documents.

## **6. Amendment of Tender Documents.**

- 6.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendments.
- 6.2 The amendment shall be part of the tender documents, pursuant to clause 4 will be notified in writing to all prospective tenderers who have received the tender documents, and will be tendering on them. Tenderers will be required to acknowledge receipt of any such amendment to the tender documents.
- 6.3 In order to afford prospective tenderers, reasonable time which to take the amendment into account in preparing their tenders, the purchaser may at its discretion, extend the deadline for the submission of tenders.

## **7. Language of Tenders**

- 7.1 The tender prepared by the tenderer, and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English Language. Any printed literature furnished by the tenderer may be in another language, provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the tenders, the English translation shall be given.

## **Preparation of Tenders**

## **8. Documents Comprising the Tender**

- 8.1 The Tender prepared by the tenderer shall comprise the following components:
- a) Tender form and price schedules completed in accordance with clause 9, 10 & 11.
  - b) Documentary evidence establishing, in accordance with clause 12, that the tenderer is eligible to tender and that the Goods and services to be supplied by the tenderer are appropriate under the contract.
  - c) Documentary evidence establishing, in accordance with clause 13, that the tenderer is qualified to perform the contract if its tender is accepted.
  - d) Documentary evidence establishing, in accordance with clause 14, that the Goods and services to be supplied by the tenderer conform to the Tender Documents, and
  - e) Tender security furnished in accordance with clause 15.



## **9. Tender Form**

- 9.1 The tenderer shall complete Tender Form and the appropriate price schedules furnished in the Tender Document.

## **10. Tender Prices**

- 10.1 Tenderers should quote unit price as well as the lump sum price for the quantities of items mentioned in the Tender Enquiry for the discipline-wise packages. However it is discretion of the Purchase Authority to accept the package & may give order on the package basis or item-wise.
- 10.2 The tenderer shall complete the appropriate Price Schedules and sources of Goods Schedule included herein, stating the unit prices, total cost per item, the total tender amount.
- 10.3 Prices quoted by the tenderers shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account.

## **11. Tender currencies**

- 11.1 Prices shall be quoted in the Pak Rupees only.

## **12. Documents Establishing Eligibility of the Tenderer and the Goods and Services.**

- 12.1 The tenderer shall furnish, as part of its Tenders, certification establishing that the tenderer is eligible to tender and the Goods & Services to be supplied are appropriate.

## **13. Documents Establishing the Tenderers Qualification.**

- 13.1 The documentary evidence of the tenderers qualifications to perform the contract, if its Tender is accepted, shall establish to the purchaser's satisfaction:
- (a) That, in the case of a tenderer offering to supply Goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the Goods manufacturer or producer to supply to and install the Goods in the purchaser's country.
  - (b) That the tenderer has the financial, technical and production capability necessary to perform the contract, including capacity in terms of personal for the purpose of carrying out the services; and
  - (c) That, in the case of a tenderer not doing business within the Purchaser's country, the tenderer is, or will be (if the contract is awarded to it), represented by an agent in that country equipped and able to carry out the maintenance, repair and spare-stocking obligations prescribed by the contract.

## **14. Documents Establishing the Good's Conformity to the Tender documents.**

- 14.1 The documentary evidence of conformity of Goods and services to the tender documents may be in the form of literature, drawings and data and shall include:

- (a) A detailed description of the Good's essential technical and performance characteristics;
- (b) A detailed schedule of work under the contract (work schedule), outlining key activities and critical items on the schedule, which could influence the contract completion date;
- (c) A list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the Goods; and
- (d) A clause-by-clause commentary on the specifications demonstrating the Good's responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the specifications.

For purposes of the commentary to be furnished in pursuant to sub clause (d) above, the tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the purchaser in the specifications are intended to be descriptive only and not restrictive. The tenderer may substitute other authoritative standards, brand names or catalogue numbers in its Tender, provided that it demonstrates the Purchaser's satisfaction that the substitutions are equivalent as designated in the specifications, except if the specifications specifically provide otherwise.

## **15. Tender Security**

- 15.1 pursuant to clause 8, the tenderer shall furnish as part of its Tender, a tender security in the amount of 2.5 percent of total tender price.
- 15.2 The tender security shall be denominated in the currency of the tender. It shall be valid for Thirty (30) days beyond the validity of the tender and shall be in shape of pay order or draft only.
- 15.3 Any tender not secured in accordance with this clause will be rejected by the committee as non-responsive, pursuant to clause 24.
- 15.4 An unsuccessful tenderers tender security will be discharged or returned, or both, as promptly as possible upon award of contact, but in any event not later than thirty (30) days, after the expiration of the period of tender validity prescribed by the purchaser, pursuant to clause 16.
- 15.5 The successful tenderers tender security will be discharged or returned, or both, upon the tenderers executing the contract, pursuant to clause 31, and furnishing the performance security, pursuant to clause 32.
- 15.6 The tender security may be forfeited:
  - (a) If a tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
  - (b) In the case of a successful tenderers, if the tenderer fails

- i. To sign the contract in accordance with clause 31, or
- ii. To furnish the performance security in accordance with Clause 32.

**16. Period of validity of Tenders.**

- 16.1 Tenders shall remain valid for 28 days after the date of tender closing prescribed by the purchaser pursuant to clause 19.
- 16.2 Notwithstanding clause 16.1 above, the purchaser may solicit tenderers consent to an extension of the period of tender validity. The request and the responses there to, shall be made in writing (or by cable or telex). If the tenderer agrees to the extension request, the validity of the tender security provided under clause 15 shall also be suitable extended. A tenderer may refuse the request without forfeiting its tender security. A tender granting the request will not be required or permitted to modify its tender.

**17. Format and Signing of Tender.**

- 17.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to sign on behalf of the tenderer. Such authorization shall be indicated by written power of attorney accompanying the tender. All pages of the tender, except for un-amended printing literature, shall be initiated by the person or persons signing the tender. The name of the position held by each person signing must be typed or printed below the signature.
- 17.2 The tender shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the tenderers in which case such correction shall be initiated by the person or persons signing the tender.

**D. Submission of Tenders**

**18. Sealing and Marking of Tenders.**

- 18.1 The tenderer shall seal the original and each copy of the tender in an inner and outer envelope, duly marking the envelopes as "Original."
- 18.2 The inner and outer envelopes shall;

- (a) be addressed to the Purchaser at the following address:

DIRECTOR FISHERIES SINDH,  
(R&D) KARACHI, BLOCK-50  
PAK SECRETARIAT SADDER  
KARACHI PH: 021-99206532

- (b) Bear the words "(R&D) Fisheries" the contact number and the words "Invitation for Tender."

In addition to the information required in sub clauses (a) and (b) above, the inner envelope shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "Late" pursuant to clause 20.

**19. Deadline for submission of tenders. 23<sup>rd</sup> November 2017 by 14:00 hours**

19.1 The original Tender, together with the required copies, must be received by the purchaser at the address specified in clause 18.2 no later than the time specified for submission of the tender.

**20. Late Tenders.**

20.1 Any tender received by the purchaser after the deadline for submission of tenders prescribed by the purchaser, pursuant to clause 19, will be declared "Late" and rejected and returned unopened to the tenderer.

**21. Modification and Withdrawal of Tenders.**

21.1 The tenderer may modify or withdraw its tenders after the tender's submission, provided that written notice of the modification or withdrawals received by the purchaser prior to the deadline prescribed for submission of tenders.

21.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 17 & 18. A withdrawal notice may also be sent by telex or Fax but must be followed by a signed confirmation copy.

21.3 No tender may be modified subsequent to the deadline for submission of tenders.

21.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer of the tender form.

**E. Tender Opening and Evaluation**

**22. Opening of Tenders by Purchaser.**

22.1 Technical/Standardization Committee will open Tenders, in the presence of tenderers or representatives who choose to attend, at the time on the day of opening the tenders prescribed in the invitation for tenders and at the following location:

*Office of the Director Fisheries Sindh,  
(R&D) Block-50, Pakistan Secretariat  
Saddar Karachi  
Telephone No. 99206532*

22.2 The tenderers name, price of main and alternative tenders, all discounts offered, modifications and withdrawals, and the presence or absence of the requisite tender security, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the opening.

### **23. Clarification of Tenders.**

23.1 To assist in the examination, evaluation and comparison of tenders, the Committee may, at its discretion, ask the tenderer for clarification of its tender. All responses to request for clarification shall be in writing and no change in the price or substance of the tender shall be sought offered or permitted.

### **24. Preliminary Examination.**

24.1 The Committee will examine the tenders 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 tenders are generally in order.

24.2 Arithmetical errors will be rectified on the following basis:-

- a) If there is a discrepancy between the unit price and the total cost that is obtained by multiplying the unit price and quantity, unit price shall prevail and the total cost will be corrected.
- b) If there is a discrepancy between the total tender amount and the sum of total costs, the total cost shall prevail and the total tender amount will be corrected.

24.3 Prior to the detailed evaluation, pursuant to clause 25, the purchaser will determine the substantial responsiveness of each tender to the tender documents. A substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviation.

24.4 A tender determined as not substantially responsive will be rejected by the Committee and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

### **25. Evaluation and Comparison of Tenders**

25.1 The Technical/Standardization Committee will evaluate and compare the tenders previously determined to be substantially responsive pursuant to clause 24.

### **26. Contacting the Purchaser.**

26. No tenderer shall contact the purchaser on any matter relating to its tenders, from the time of tender opening to the time the contract awarded.

26.2 Any efforts by a tenderer to influence the purchaser in the purchaser's decisions in respect of tender evaluation, or contract award will result in the rejection of that tenderer's tender.

**27. The Committee's right to accept any tender and to reject any or all tenders.**

27.1 The Committee reserves all rights to accept or reject any tender and to cancel the tender process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer of the grounds for the purchaser's action.

**28. Post qualification and Award.**

28.1 The Committee will determine to its satisfaction the tenderer selected as having submitted the lowest-evaluated responsive Tender is qualified to satisfactorily perform the Contract.

28.2 The determination will take into account the tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to Clause 13, as well as such other information as the Committee deems necessary and appropriate

28.3 The Committee will award the Contract to the successful tenderer whose Tender has been determined to be the lowest-evaluated responsive Tender, provided further that the tenderer is determined to be qualified to satisfactorily performance of the Contract.

**29. Technical standardization committee's right to Vary Quantities at Time of Award.**

29.1 The committee reserves the right at the time of award of Contract to increase or decrease the quantity of Goods specified in the specifications, without any change in unit prices or other terms and conditions.

**30. Notification of Award.**

30.1 The Purchaser/Committee will notify the successful tenderer in writing by registered letter, or by cable or telex to be confirmed in writing by registered letter, that his/her Tender has been accepted.

30.2 The notification of award will not constitute the formation of a contract, until the Contract has been effected pursuant to Clause 31.

**31. Signing of Contract.**

31.1 At the time of notification of award, the purchaser will send the successful tenderer the Contract Form, for signing & execution, provided in these Tender documents, incorporating all agreement between the parties.

**32. Performance Security.**

32.1 Within ten (10) days of the receipt of notification of award from the Purchaser/Committee, the successful tenderer shall furnish the performance security,

amounting to 05% of contract amount in the form of pay order and demand draft or Bank Guarantee in accordance with the conditions of Contract, in the Performance Security Form provided in the Tender Document or another form acceptable to the Purchaser/Committee.

**SECTION - II**

**TENDER FORM & PRICE SCHEDULES.**

To,

The Director Fisheries Sindh,  
(R&D), Karachi

Gentlemen,

Having examined the Tender Documents for the above contract, including the Specification, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply, deliver the said Tender Documents, including Agenda Nos. (Insert Number), for the sum of (Sum of total Tender amounts of Goods and Services in Words and Figures), or such other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Tender.

We undertake, if our Tender is accepted, to commence delivery within fifteen (15) days, calculated from the date of receipt of our Notification of Award and in accordance with the contract Execution Schedule provided in the Special Conditions of Contract with in fixed period. If our Tender is accepted, we will provide the performance security in the sum of (Amount), equal to 05 Percent of the contract price (as per the provisions of the Sindh Public Procurement act 2009 with the Sindh Public Procurement Rules, 2010), for the due performance of the contract.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof in your Notification of Award, shall constitute a binding contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the Capacity of )

Duly Authorized to sign Tender for and on behalf of \_\_\_\_\_  
\_\_\_\_\_  
Witness

Address \_\_\_\_\_

C.N.I.C No. \_\_\_\_\_

(Signature of Witness)



## SECTION - III

### CONTRACT FORM

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_ 2018, between the Director Fisheries Sindh, (R&D) 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 Fisheries Sindh (R&D) Karachi Telephone No.021-99206532 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 Fisheries Sindh  
(R&D), Karachi

\_\_\_\_\_  
(Signature of Supplier)

Signed, Sealed and Delivered by the \_\_\_\_\_

\_\_\_\_\_ in the presence of \_\_\_\_\_

\_\_\_\_\_  
Signed, Sealed and Delivered by the said \_\_\_\_\_

of \_\_\_\_\_ .

## **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, expect 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, Director Fisheries Sindh, (R&D) 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 Supplier's 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 are 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 Mejeure, 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 Mejeure 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 Mejeure 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 be construed as part of the Contract.

**21. Waiver.**

21.1 Failure of either party to insist upon stores 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.



## 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 Fisheries Sindh (R&D), Karachi  
Block-50, Pak Secretariat sadder 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 FISHERIES SINDH,  
(R&D), KARACHI, BLOCK-50  
PAK.SECRETARIAT SADDER  
KARACHI

(b) SUPPLIER: \_\_\_\_\_  
\_\_\_\_\_

**Annexure-1**

**SPECIFICATION FOR ITEMS TO BE PROCURED FOR SEED PRODUCTION UNIT,  
HAWKS BAY, KARACHI 2017-2018**

ITEMS	QUANTITY
<b>SHRIMP BROODER</b>	
White shrimp gravid female not less than 55 gram, Banana shrimp gravid female not less than 55 gram, Tiger shrimp male not less than 100 gram and female not less than 150 gram and Kalari ( <i>Metapenaeus sp.</i> ) not less than 25 gram.	Lot
<b>FEED FOR SHRIMP BROODER</b>	
Trash fish, Cow liver, Polychaete worms, Mayya, Soya been cake.	Lot
<b>FEED FOR SHRIMP LARVAE</b>	
<b>IMPORTED</b> Microencapsulated feed for shrimp larvae, Prot Zoea, Mysis, Early post larvae 1-7, Late post larvae 7-15, Artemia cysts, Spirulina, Flakes, Live algae starter (marine diatoms <i>Chaetoceros sp.</i> and <i>Thalassiosira sp.</i> )	Lot
<b>LOCAL</b> Fish meal, Rice Bran powder, Maize gluten, Red kidney bean powder, Wheat flour, Milk powder, Eggs.	
<b>FERTILIZER (Industrial Grade),</b>	
Urea, DAP white powder 100% soluble, Na <sub>2</sub> EDTA white powder, Ferric chloride FeCl <sub>3</sub> , Sodium silicate Na <sub>2</sub> SiO <sub>3</sub> , NPK (20:20:20), Potassium nitrate KNO <sub>3</sub> , Sodium nitrate NaNO <sub>3</sub> , Sodium phosphate Na <sub>2</sub> HPO <sub>4</sub> , Sodium dihydrogen phosphate NaH <sub>2</sub> PO <sub>4</sub> , Vitamin B <sub>1</sub> , Vitamin B <sub>12</sub> , Biotin, Ammonium sulphate (NH <sub>4</sub> ) <sub>2</sub> SO <sub>4</sub> , Sodium sulphate Na <sub>2</sub> SO <sub>4</sub> .	Lot
<b>CHEMICALS (Industrial Grade)</b>	
Bleach Liquid 11% chlorine, 65% Calcium Hypochlorite, Sodium Thiosulphate, Phenyl, Oxytetracycline, Vitamin C, Vitamin Premix, Alcohol, Formalin, Baker Yeast, Povidine Iodine, Calcium carbonate, Calcium bicarbonate, Sprit, Hydrochloric acid HCl (con), H <sub>2</sub> SO <sub>4</sub> (con), Treflan, Distilled water	Lot
<b>NETS</b>	
Steel rings dip nets with various mesh sizes nets for larvae. Large size steel ring shaped dip nets for brooder.	Lot
<b>OTHER MISCELLANEOUS</b>	
Hatchery white wash (Painting of all the interior and exterior surfaces of the Seed Production Unit Hawksbay, Karachi is required).	
<b>REPAIR OF VEHICLAE</b>	
Shehzore Truck, Engine Overhauling, Denting & Painting. New Wiring, New Seats, New Tyres, New Battery.	1 No.
<b>One Ozonizer, venture, pump and oxygen cylinder for sea water, submersible pump</b>	

**SECTION - VI**  
**TENDER SECURITY FORM**

WHEREAS \_\_\_\_\_ (hereinafter called "the Tenderer") has submitted its tender dated \_\_\_\_\_ or the supply and installation of ( \_\_\_\_\_ ) (hereinafter called "the Tender").

KNOW ALL MEN by these presents that we \_\_\_\_\_

of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto Director Fisheries Sindh, Research & Development Karachi) hereinafter called the Purchaser) in the sum of \_\_\_\_\_) for which payment will and truly to be made to the said purchaser, the Bank binds itself, its successions and assigns by these present. Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2018

THE CONDITIONS of this obligation are:

01. If the Tenderer, withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
02. If the Tenderer, having been notified of the acceptance of its Tender by Purchaser during the period of tender validity,
  - (a) fails or refuse to execute the Contract Form, when requested, or
  - (b) Fails or refuse to furnish the performance Security, in accordance with the Instructions to Tenderers.

We undertake to pay to the Purchaser upto the above amount according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above state conditions specifying the occurred condition or conditions.

THIS GUARANTEE will remain in force upto and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than such date.

(Name of Bank)

By \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Signature of Witness)

Name of Witness \_\_\_\_\_ Address of Witness \_\_\_\_\_

**SECTION-VII**

(SPECIMEN)

**FORM OF PERFORMANCE BOND  
(TO BE EXECUTED ON RS: 100/= BOND)**

BY THIS BOND WE; \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_ Whose Registered Office is \_\_\_\_\_ at \_\_\_\_\_

in \_\_\_\_\_ and \_\_\_\_\_

whose \_\_\_\_\_ Registered Office is at \_\_\_\_\_ in

\_\_\_\_\_ (hereinafter called " the Sureties / Surety) do hereby bind

ourselves and our successors and assign jointly and severally by these presents to pay to the

Director Fisheries Sindh, (R&amp;D) Karachi) (hereinafter referred to as Engineer which term shall

include his successors in office and assigns) unconditionally on demand and without further

question, the sum of Rs: \_\_\_\_\_ million sealed our respective seals and dated this

\_\_\_\_\_ day of \_\_\_\_\_ 2018.

WHEREAS \_\_\_\_\_ (hereinafter referred to as the Contractor) by an Agreement made between the Director Fisheries Sindh, (R&D) Karachi, of the one part and the Contractor of the other part has entered into a Contract hereinafter called ("Said Contract") for the Supply in conformity with the provisions of the said Contract and the sum mentioned in the above written Bond represent the amount of Performance Bond to be furnished by the Contractor for the fulfilment of the said Contract.

NOW THE CONDITION OF the above-written Bond is such that the Contractor shall duly perform and observe all the terms, provisions, conditions, and stipulations of the said Contract on the Contractor's part to be performed and observed accordingly to the true purport, intent and meaning hereof as determined, by the Engineer who shall be the sole judge in the matter, or if on default by the Contractor for which the Engineer shall be the sole judge the Sureties/surety shall satisfy and discharge the damages sustained by the Department thereby as determined by the Engineer and without reference to the Contractor up to the amount of the above-written Bond then this obligation shall be null and void, but otherwise shall be and remain in full force and effect but no alteration in terms of the said Contract made by agreement between the Engineer and the Contractor or in the text or nature of the Works to be installed, completed and maintained there under and no allowance of time by the Engineer under the said contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the Engineer shall in any way release the Sureties/surety from any liability under the above-written Bond.

AND we agree that this Bond shall be irrevocable and the guarantee hereby given shall be a continuing guarantee and shall be valid until the date (one) month after the issue of

maintenance Certificate and that a certificate signed by the Engineer that the Bond has become due will be sufficient proof of its forfeiture and we shall pay the amount so demanded without any further proof of any kind and that the payment will be made by us within 10 days from the receipt of the Certificate of the Engineer as aforesaid.

Signed, sealed and Delivered by the sureties/surety in the presence of:

Was hereunto affixed in the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

SEAL OF SURETY

**(WORKS, GOOD & SERVICES )  
FINANCIAL YEAR 2017-2018**

S.#	DESCRIPTION OF WORK	ESTIMATED TOTAL COST	FUNDS ALLOCATED	SOURCE OF FUNDS (ADP/NON ADP)	PROPOSED PROCUREMENT METHOD	TIMING OF PROCUREMENT				REMARKS
						1 <sup>st</sup> Qtr.	2 <sup>nd</sup> Qtr.	3 <sup>rd</sup> Qtr.	4 <sup>th</sup> Qtr.	
1	Feed and Fertilizer	0.648	0.648	Non Development	Single stage two envelope procedure					
2	Purchase of Brooders	0.548	0.548	--do--	--do--	25%	25%	-	-	
3	Nets and Seines	0.176	0.176	--do--	--do--	25%	25%	-	-	
4	Chemicals	0.176	0.176	--do--	--do--	25%	25%	-	-	
5	Other Misc.	1.229	1.229	--do--	--do--	25%	25%	-	-	
	<b>TOTAL</b>	<b>2.777</b>	<b>2.777</b>							



**DETAILS LIST OF FEED FERTILIZER, BROODER, CHEMICALS, NETS  
& OTHERS TO BE PURCHASED OF THE YEAR 2017-18, IN RESPECT  
OFFICE OF THE DIRECTORATE OF FISHERIES SINDH RESEARCH &  
DEVELOPMENT KARACHI**

ITEMS	QUANTITY
<b>SHRIMP BROODER</b>	
White shrimp gravid female not less than 55 gram, Banana shrimp gravid female not less than 55 gram, Tiger shrimp male not less than 100 gram and female not less than 150 gram and Kalari ( <i>Metapenaeus sp.</i> ) not less than 25 gram.	Lot
<b>FEED FOR SHRIMP BROODER</b>	
Trash fish, Cow liver, Polychaete worms, Mayya, Soya been cake.	Lot
<b>FEED FOR SHRIMP LARVAE</b>	
<b>IMPORTED</b> Microencapsulated feed for shrimp larvae, Prot Zoea, Mysis, Early post larvae 1-7, Late post larvae 7-15, Artemia cysts, Spirulina, Flakes, Live algae starter (marine diatoms <i>Chaetoceros sp.</i> and <i>Thalassiosira sp.</i> )	Lot
<b>LOCAL</b> Fish meal, Rice Bran powder, Maize gluten, Red kidney bean powder, Wheat flour, Milk powder, Eggs.	
<b>FERTILIZER (Industrial Grade),</b>	
Urea, DAP white powder 100% soluble, Na <sub>2</sub> EDTA white powder, Ferric chloride FeCl <sub>3</sub> , Sodium silicate Na <sub>2</sub> SiO <sub>3</sub> , NPK (20:20:20), Potassium nitrate KNO <sub>3</sub> , Sodium nitrate NaNO <sub>3</sub> , Sodium phosphate Na <sub>2</sub> HPO <sub>4</sub> , Sodium dihydrogen phosphate NaH <sub>2</sub> PO <sub>4</sub> , Vitamin B <sub>1</sub> , Vitamin B <sub>12</sub> , Biotin, Ammonium sulphate (NH <sub>4</sub> ) <sub>2</sub> SO <sub>4</sub> , Sodium sulphate Na <sub>2</sub> SO <sub>4</sub> .	Lot
<b>CHEMICALS (Industrial Grade)</b>	
Bleach Liquid 11% chlorine, 65% Calcium Hypochlorite, Sodium Thiosulphate, Phenyl, Oxytetracycline, Vitamin C, Vitamin Premix, Alcohol, Formalin, Baker Yeast, Povidine Iodine, Calcium carbonate, Calcium bicarbonate, Sprit, Hydrochloric acid HCl (con), H <sub>2</sub> SO <sub>4</sub> (con), Treflan, Distilled water	Lot
<b>NETS</b>	
Steel rings dip nets with various mesh sizes nets for larvae. Large size steel ring shaped dip nets for brooder.	Lot
<b>OTHER MISCELLANEOUS</b>	
Hatchery white wash (Painting of all the interior and exterior surfaces of the Seed Production Unit Hawksbay, Karachi is required).	
<b>REPAIR OF VEHICLAE</b>	
Shehzore Truck, Engine Overhauling, Denting & Painting. New Wiring, New Seats, New Tyres, New Battery.	1 No.
<b>One Ozonizer, venture, pump and oxygen cylinder for sea water, submersible pump</b>	