



**Provincial Disaster Management Authority  
Rehabilitation Department  
Government of Sindh**

**Bidding Document**

**For**

**National Competitive Bidding**

**Pakistan  
April 2026**

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**PROCUREMENT OF  
RACKS (120 Nos.) FY 2025-26**

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## **PART ONE (FIXED)**

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

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**Part One - Section I.**  
**Instructions to Bidders**

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# Instructions to Bidders

## A. Introduction

### 1. Source of

#### Funds

1.1 The Procuring Agency has received funds from the Provincial Government for the procurement of Racks (120 Nos.) for warehouses located at Jamshoro, Karachi, and Sukkur, aimed at improving warehouse management, storage optimization, and efficient handling of relief goods. The procurement is essential due to the acute need for proper stacking and organized storage of relief items in view of anticipated monsoon, floods, and other emergency situations during the Financial Year 2025–26.

1.2 Payment by the Fund will be made only at the request of the Procuring Agency and upon approval by the competent authority, and in all respect to the terms and conditions of the agreement. No party other than the Procuring Agency shall derive any rights 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 through e-bid, E-Pak Acquisition and Disposal System E-PADS as defined in the SPP Rules, 2010 (amended till date) 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 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, 2010 (amended till date) 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, Price Schedules and Miscellaneous Forms
- (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 therejection of its bid.

6.1 (Not Applicable in case of EPAD any bidder has query may rise his query on EPAD)

#### **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 an 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;
  - (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, replacement 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 en-cashable 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.

**(17.1 is not applicable in case of E-PADS Submission of bid)**

**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**

**(18.1/2/3 and .4 are not applicable in case of E-PADS Submission of Bid)**

**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 Bid Security and Tender fees 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 or bid security 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.

**Note: In case it is found that any of the requisite document is missing, the bid will be considered non responsive and rejected accordingly. Each bid for goods must be accompanied with sample.**

## **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 Racks.*

(i) The list of Rack types, specifications, and estimated quantities likely to be required during the initial period specified in the Bid Data Sheet is provided in the Technical Specifications. The total cost of these rack, calculated at the unit prices quoted by the Bidder, shall be added to the bid price.

**or**

(ii) The Procuring Agency may prepare a list of high-usage and high-value rack categories, along with estimated quantities required during the initial period specified in the Bid Data Sheet. The total cost of these rack will be computed based on the unit prices submitted by the Bidder and shall be added to the bid price.

**or**

(iii) The Procuring Agency may estimate the cost of rack requirements for the initial period specified in the Bid Data Sheet based on the information provided by each Bidder, as well as past experience of the Procuring Agency or other agencies in similar procurements. Such estimated costs shall be added to the bid price for evaluation purposes.

~~(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 Durability of Rack.*

(i) Bidders shall specify the guaranteed load-bearing capacity, durability, and service life of the rack in accordance with the Technical Specifications. For any shortfall below the specified standards, an adjustment amount as defined in the Bid Data Sheet shall be added to the bid price, representing the additional lifecycle cost.

**or**

(ii) Racks offered must meet the minimum performance and durability requirements specified in the Technical Specifications to be considered responsive. Evaluation shall be based on cost per unit in relation to performance and expected lifespan, with adjustments applied to the bid price as per the methodology defined in the Bid Data Sheet or 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	0 to 0
Cost of common list spare parts	0 to 0
Technical features, and maintenance and operating costs	0 to 0
Availability of service and spare parts	0 to 0
Standardization	0 to 0
Total	00

~~The bid scoring the highest number of points will be deemed to be the most advantages bid.~~

**25.4 Technical Evaluation Of Bids**

- (a) The bids disqualified / not responsive to the Mandatory qualification Evaluation Criteria (as per section 2 bid data sheet ) shall not be eligible for further of Bids evaluation.
- b) Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.
- c) The Bids shall be evaluated on an item-wise basis.
- d) Evaluation shall be based on the documentary evidence submitted by the bidder.
- e) Bids should be responsive to the technical specifications of the goods. Goods compliant with minor deviation shall also be considered subject to main utility / function is not effect.
- f) Goods shall be evaluated based on the catalogue, brochures, or technical data sheets (containing complete specifications of the offered items), and through physical verification of the samples provided by the bidder. However, for certain items specified in the bid data sheet, laboratory testing shall be mandatory, regardless of the availability of brochures or technical data. In such cases, evaluation shall be based on lab test reports and/or the assessment of the Technical Committee, as applicable.

**25.5 Financial Evaluation of Bids**

- a) Financial bids of the technically responsive / qualified bidders of Bids shall be considered only.
- b) Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- c) Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful.
- d) The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender.

**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 most advantages 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 most advantage 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 most advantage 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. **The procuring agency reserves the right to change the period of signing of contract according to the circumstances.**

**33 Performance Security**

33.1 Within fifteen (15) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security equivalent to 5% of total quoted amount 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 bidsecurity, in which event the Procuring agency may make the award to the next most advantages Bidder or call for new bids.

**34. Corrupt or Fraudulent Practices**

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

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

(i) "corrupt practice" means the offering, giving, receiving or soliciting

of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

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

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

34.2

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

**Part One - Section II.**  
**General Conditions of Contract**

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## General Conditions of Contract

### 1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the items, goods, equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
- (h) “The Procuring agency’s country” is the country named in SCC.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “Day” means calendar day.

### 2. Application

2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

**3. Country of Origin**

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

**4. Technical Specifications**

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

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

- 5.1 The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.

- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.
- 7. Performance Security**
- 7.1 Within fifteen (15) days of receipt of the notification of Contract award or as mentioned in the award of contract, the successful Bidder shall furnish to the Procuring agency the performance security (5% of the total value of successful bid).
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (90) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the, Racks from the approved technical institute/workshop (if required) and the cost will be borne by the vender(s) to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

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

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

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

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

## **9. Packing**

9.1 The Supplier shall ensure proper packing, protection, and securing of racks to prevent any damage or deterioration during handling, transportation, and storage up to the final destination. The packaging arrangements shall be robust enough to withstand rough handling and varying environmental conditions, including temperature and moisture fluctuations. The design, dimensions, and packaging of racks shall take into account site conditions, delivery constraints, and handling limitations to ensure safe, efficient, and damage-free installation and handling.

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

## **10. Delivery and Documents**

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

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

- 11. DDP** 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered and the seller's responsibility is to safely product delivery and they may arrange appropriate quantity at PDMA warehouses according to the work order.
- 12. Transportation** 12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services** 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
- 14. Replacement & Support** 14.1 As specified in the SCC, the Supplier may be required to provide information and support regarding racks supplied under the Contract, including:

- (a) Provision of additional racks as may be required by the Procuring Agency, without affecting the Supplier's warranty obligations; and
- (b) In the event of discontinuation of rack production:
  - (i) Advance notice to the Procuring Agency to allow timely procurement of required quantities; and
  - (ii) if requested, provision of relevant specifications and design details at no additional cost.

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for three (03) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract,-
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under any defect:-
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **16. Payment**

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

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

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

16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

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

## **18. Change Orders**

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be

made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

**19. Contract Amendments**

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

**20. Assignment**

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

**21. Subcontracts**

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

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

**22. Delays in the Supplier's Performance**

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

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

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

**23. Liquidated**

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

## **Damages**

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

## **24. Termination for Default**

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those

undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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

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

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

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

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

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

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

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

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

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

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

**30. Applicable Law** 30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

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

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

**32. Taxes and Duties** 32.1 Supplier shall be entirely responsible for all taxes, duties, licenses and fees, etc., incurred until delivery of the Contracted goods to the Procuring Agency.

**Provincial Disaster Management Authority  
Rehabilitation Department  
Government of Sindh**

**Bidding Documents**

**For**

**National Competitive Bidding**

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**PROCUREMENT OF RACKS  
FY 2025-26**

**PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

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

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## Invitation for Bids for Newspapers

### PROVINCIAL DISASTER MANAGEMENT AUTHORITY REHABILITATION DEPARTMENT GOVERNMENT OF SINDH

Date: April, 2026

#### TENDER NOTICE

The Provincial Disaster Management Authority (PDMA), Rehabilitation Department, Karachi invites e-bids through the E-Pak Acquisition and Disposal System (EPADS) inclusive of all applicable duties/taxes such as Income Tax, GST, Sindh Sales Tax (SRB) from eligible bidders/firms, who must be “Active Tax Payer” and registered with the Federal Board of Revenue (FBR) and the other relevant authorities for the procurement of Goods for the FY 2025-26 in accordance with the Sindh Public Procurement Rules (SPPRA) 2010 amended till date.

2. Electronic Bids must be submitted through EPADS only and manual bids shall not be accepted. Interested bidders are required to register themselves on the EPAD System at the link <https://sindh.eprocure.gov.pk/#/supplier/registration> in order to submit electronic bids.

S.No	Item	Qty	Specification
1	Generators 25 KVA	35 Nos.	Details of items are mentioned in the ‘Section-V’ technical Specification of the Bidding Document.
2	Spare parts required for repair and maintenance of Dewatering Pumps, Emergency Rescue Vehicles and Miscellaneous items	Package	
3	Pallets	2000 Nos.	
4	Racks	120 Nos.	

3. Interested eligible bidders may either download the detailed Bidding documents for the procurement above mentioned items from website of PDMA ([www.pdma.gos.pk](http://www.pdma.gos.pk)) or SPPRA-EPADS from (<https://portalsindh.eprocure.gov.pk/#/>) from the date of Publication of this NIT **till submission of bids and submit payment of Rs.5,000/- for each category separately through Pay Order/demand draft as Tender Fees (non-refundable)** in favor of Provincial Disaster Management Fund or acquire the same from PDMA head office on same fees.

4. The last date to submit the bids on EPADS- Portal on **04.05.2026 at 1400 hours**. Bids will be opened in the presence of bidders or their authorized representatives who choose to attend, on the same day at **1430 hours** on **04.05.2026** at the committee room of PDMA Sindh, Plot No 26 C, Main Khayaban-e-Jami, DHA Phase-VII, Karachi.

5. The bids may be submitted separately for the above mentioned items. Each bid shall be accompanied by Bid Security (Earnest Money) equivalent to 03% of the allocated/estimated cost of the respective item, **the required Bid Security amounts are as follows:** for Item No. 01– Procurement of Generators (25 KVA) amounting to Rs. 2,367,750/-, Item No. 02 – Spare Parts for Repair & Maintenance of Dewatering Pumps, Emergency Rescue Vehicles & Miscellaneous Items amounting to Rs. 3,450,000/-, Item No. 03 – Pallets amounting to Rs. 420,000/-, Item No. 04 – Racks amounting to Rs. 540,000/-. The Bid Security shall be submitted in the form of a Pay Order/Demand Draft/Bank Guarantee issued by Scheduled Bank in Pakistan in favour of the Provincial Disaster Management Fund, in accordance with the Sindh Public Procurement Rules, 2010 (as amended time to time). The original Bid Security for each item, along with the tender fee in the prescribed form, shall be submitted to PDMA

Headquarters, Karachi, before the time of opening of the Notice Inviting Tender (NIT), **clearly mentioning the name of respective item**. The Procurement Agency reserves the right to vary the aforementioned quantities as per SPPRA rules.

6. The bids shall be invited and submitted through the **Single Stage – Two Envelope Procedure** via SPPRA e-PADS, in accordance with Rule 46(2) of the Sindh Public Procurement Rules, 2010 (as amended time to time). For the Item No. 01 and Item No. 02 the Procurement Committee (PC) shall conduct on-site inspection of the items at the bidders' premises and all related expenditures shall be borne by the respective bidders as accordance with the bidding documents. For the **Item No. 03 (Pallets) and Item No. 04 (Racks)**: Bidders shall be required to submit one sample (on returnable basis) prior to the date and time fixed for bid submission.

7. The competent authority reserves the right to reject any bid in case of incomplete, missing supporting information, or non-compliance with the Sindh Public Procurement Rules, 2010 (as amended time to time). The Procuring Agency further reserves the right to cancel the bidding process, in whole or in part, in accordance with Rule 25 of the said rules.

8. Rates shall be inclusive of all applicable taxes and transportation charges up to the warehouses located at Karachi, Jamshoro, and Sukkur, as well as PDMA Headquarters, including loading, unloading, and labor charges; the successful bidder(s) shall ensure complete supply of the awarded items for Sr. No. 01 to 04 within 15 days from the date of issuance of the work order by PDMA Sindh; the technical qualification criteria, item specifications, warranty requirements, and terms and conditions provided in the bidding documents shall be strictly adhered to; and in case the tender opening date falls on a public holiday or is affected by any law and order situation or unforeseen circumstances, the bids shall be opened on the next working day at the same time and venue.

**Note:**

In case of any difficulty, prospective bidders may contact the EPADS Helpline 051-111-137-237 during working days/hours or the undersigned.

**ASSISTANT DIRECTOR (PROCUREMENT)**  
**Provincial Disaster Management Authority,**  
**Sindh (PDMA) Plot No 26 C, Khayaban -e- Jami,**  
**DHA Phase –VII, Karachi.**  
Ph: 021-35318192 Fax: 021-35314219

## Section II. Bid

### Data Sheet

#### Bid Data Sheet

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

<b>INTRODUCTION</b>		
ITB 1.1	Name of Borrower	Provincial Disaster Management Authority, Rehabilitation Department, Government of Sindh.
ITB 1.1	Name of Project	-Not applicable-
ITB 1.1	Name of Contract	Procurement of Racks in FY 2025-26
ITB 4.1	Name of Purchaser	Provincial Disaster Management Authority, Rehabilitation Department, Government of Sindh.
ITB 6.1	Purchaser's Address	Assistant Director (Procurement) Provincial Disaster Management Authority (PDMA) Sindh, Plot No. 26-C, Main Khayaban-e-Jami, DHA, Phase-VII, Karachi.
ITB 8.1	Language of the Bid	English

<b>BID PRICE &amp; CURRENCY</b>		
ITB 11.2	The price quoted shall be	Delivered duty paid (DDP) in Pak Rupees.
ITB 11.5	The price shall be	The Charges must be fixed and must include the Income Tax and other taxes (GST) and duties and the other relevant authorities for the procurement of Goods, where applicable as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties.

**PREPARATION AND SUBMISSION OF BIDS**

<p><b>ITB 13.3 (d)</b></p>	<p><b>Qualification Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The bidder must have at least three-year experience of supplying the Similar items / Goods / Racks.</li> <li>2. The bidder must submit National Tax number, Sales Tax No. Certificates, GST Registration &amp; Income Tax returns of the (last three years), and must be an Active Tax Payer. Proof of valid registration with Sindh Revenue Board as per the Sindh Sales Tax on Services Act, 2011 (if applicable).</li> <li>3. Submission of tenders are required to be supported with a Bank Draft / Pay Order / Call Deposit/ Bank Guarantee as earnest money in the name of Provincial Disaster Management Fund amounting to Rs.540,000/- for tender item racks (03% of the total allocated/estimated cost of item (refundable) from any scheduled Bank of Pakistan and submit the original in an envelope (clearly mark the name of tendered item) to Asst Director (P), PDMA Sindh before the deadline for submission of bids. No personal cheques will be acceptable at any cost. Previously submitted earnest money shall not be entertained. Those who download bidding documents from the website will have to submit the Tender fees via pay order / demand draft in the name of Provincial Disaster Management Fund amounting Rs. 5000/- for item, before the deadline for submission of bids and submit the original to AD (P), PDMA Sindh.</li> <li>4. The price offered for any item must cover the entire quantity required; partial quantity offers shall be rejected outright.</li> <li>5. The tenderer has to quote only one rate for item ie Racks, as per tender specification. No alternate model or separate accessories will be accepted and only first offer will be considered.</li> <li>6. Bidder must be a Manufacturer or an authorized dealer of the offered item till to date (documented evidence must be provided).</li> <li>7 The bidder shall submit complete technical documentation, including certificates/ specifications, and brochures of the offered item, issued by the Original Manufacturer or its authorized dealer/distributor. The submitted documents must clearly demonstrate compliance with the required specifications.</li> <li>8. For the Item Racks : Bidders shall be required to submit one Sample (on returnable basis) prior to the date and time fixed for bid submission.</li> <li>9. Evaluation of the bidder will also be made on the basis of (i) Financial Data (Bank Statement, Audit Reports during last three years Company's financial position, etc.) of the bidder's company and (ii) Similar Past Experience (At least three similar assignments at least 01 in public sector &amp; 02 in Private Sector during last three years) &amp; clientele (work order/supply order/purchase order and completion certificate from clientele as proof must be attached).</li> </ol>
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ITB 15.1	Amount of bid Security/ Earnest Money	<b>Rs.540,000/-</b> as Bid Security / Earnest Money, equivalent to 3% of the total allocated/estimated cost of the item.
ITB 16.1	Bid validity period.	90 days from the date of opening of the tender.
ITB 17.1	E-Bid Submission	The bid must submit through E-Pak Acquisition and Disposal System (EPADS)
ITB 18.2 (a)	Address for bid submission.	ASSISTANT DIRECTOR (P) Provincial Disaster Management Authority (PDMA) Sindh, Plot No 26 C, Main Khayaban-e-Jami, DHA Phase-VII, Karachi.
ITB 18.2 (b)	IFB title and Number.	IFB Title: Procurement of Racks (120 Nos.) in the FY 2025-26
	Dead line for collecting bid document	Till submission of bids 04/05/2026
ITB 19.1	Deadline for bid submission.	1400 hours on 04.05.2026
ITB 22.1	Time, date, and place for bid opening.	1430 hours on 04.05.2026 in the office of the, Provincial Disaster Management Authority (PDMA) Sindh, Plot No 26-C, Main Khayaban-e-Jami, DHA Phase-VII, Karachi.
	Method of procurement used	Single Stage Two Envelope.



**BID EVALUATION**

ITB 25.3	Criteria for bid evaluation.	<ul style="list-style-type: none"> <li>(i) For items rates quoted (inclusive of all applicable taxes, product packing duties transportation to warehouses and labour cost).</li> <li>(ii) Miscellaneous Forms as specified at A-F.</li> <li>(iii) Performance and productivity of the items offered.</li> <li>(iv) Bidder must have successfully completed at least three (3) similar assignments, with each assignment's minimum cost equivalent to or above PKR 02 million, relating to the supply of similar assignment to at least 01 public &amp; 02 private sector organization during the last three (3) years &amp; clientele (work order/supply order/purchase order and completion certificate from clientele as proof must be attached).</li> <li>(v) The bidder must have an average annual financial turnover of at least PKR 30 million during the last three years, as verified from audited financial statements. A certificate issued by a Chartered Accountant in Pakistan, along with relevant bank statements, shall be provided as supporting evidence.</li> <li>(vi) Price offered for any item should be for the entire quantity demanded partial quantity offers shall straightaway be rejected.</li> <li>(vii) Affidavit (non-judicial stamp paper of Rs.500/-) that Bidder must not be (firm) blacklisted             <ul style="list-style-type: none"> <li>(i) blacklisted by any public sector organization;</li> <li>(ii) debarred by the Procuring Agency till the bid submission deadline;</li> <li>(iii) in bankruptcy or liquidation proceeding; and</li> <li>(iv) convicted of, fraud, corruption, collusion, or money laundering during the last three (03) years</li> <li>(v) all items quoted are new in all respects and there is no second hand/ low quality material/part/accessory in it. (Affidavit must attested ).</li> </ul> </li> <li>(ix) All the clauses/ conditions mentioned in the NIT will be strictly adhered to.</li> </ul>
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**CONTRACT AWARD**

ITB 29.1	Percentage for quantity/ quantum increase or decrease	15% as per Procuring agency requirements.
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## **Section III.**

### **Special Conditions of Contract**

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## Special Conditions of Contract

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

### 1. Definitions (GCC Clause 1)

**GCC 1.1(g)---The Purchaser is:**

**Provincial Disaster Management Authority (PDMA), Plot No.26-C, Main Khayaban-e-Jami, DHA Phase-VII, Karachi.: Phone: 021-35318192, Fax: 021-35314219**

**GCC 1.1 (h)--- The Purchaser's country is:** Islamic Republic of Pakistan.

**GCC 1.1 (j)--- The Project Site is:** Provincial Disaster Management Authority Sindh (PDMA), Karachi.

### 2. Country of Origin (GCC Clause 3)

All countries and territories as per laws of the Islamic Republic of Pakistan.

### 3. Performance Security (GCC Clause 7)

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

**GCC 7.4---** after delivery and acceptance of the goods, the performance security shall be **5%** of the contract price to cover the supplier's warranty obligations in accordance with Clause GCC 15.2.

### 4. Inspections and Tests (GCC Clause 8)

**GCC 8.6---** Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

The Purchaser or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

### 5. Packing (GCC Clause 9)

**GCC 9.3---** The following SCC shall supplement GCC Clause 9.2:

The bidder shall deliver the supplies at the destination i.e. PDMA Warehouses (Jamshoro, sukkur & Karachi) in scratch less condition with all the manufacturer supplied accessories. & must follow the packing detail mentioned in the technical specification

## **6. Delivery and Documents (GCC Clause 10)**

GCC 10.3--- Upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of supplies, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier's/ Service Provider invoice/ Bills, Built showing Vehicles description & number, item & quantity, driver detail, pick & drop destination, receiving of authorized person and total amount;
- (ii) Original and two copies of the usual transport document, a road consignment note, or a multimode transport document, which the buyer may require to take the supplies.
- (iii) Manufacturer's or Supplier's warranty certificate where required;
- (iv) Inspection report issued by the nominated inspection agency and the supplier's factory inspection report.
- (v) Certificate of origin.
- (vi) Copies of the packing list identifying contents of each package

## **7. Delivered Duty Paid (DDP 11)**

GCC 11.1— The supplies made under the Contract shall be delivered duty paid (DDP) to the designated delivery locations in good and acceptable condition. The risk associated with the goods shall remain with the supplier until the items are successfully delivered and acknowledged by the Procuring Agency. The Procuring Agency shall bear no responsibility for any damage or loss occurring prior to delivery and acceptance.

## **8. Warranty (GCC Clause 15)**

GCC 15.2--- In partial modification of the provisions, the warranty period of the supplied goods shall be 12 (Twelve) months from date of supplies to P.A.. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

**Or**

- (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per week up-to maximum 10 % of the total price

**GCC 15.4 and 15.5---** The period for correction of defects in the warranty period is 30 (Thirty) days.

**9. Payment (GCC Clause 16)**

GCC 16.1--- The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for transport service:**

100% of the contract price in Pak Rupees on complete successful delivery of Racks, as per their destinations mentioned in the work orders within stipulated time on submission of claim supported by an acceptance certificate/ receiving with stamp from the authorized person at delivering point/ agency declaring that the goods have been delivered as per specifications and that all other contracted services have been performed (unless no any untoward situation arises).

**10. Prices (GCC Clause 17)**

**GCC 17.1---** Prices shall be: Fixed.

**11. Liquidated Damages (GCC Clause 23)**

**GCC 23.1---** **Applicable rate:** Applicable rates shall be (01%) one percent of the cost of item every day which is not delivered after the delivery period till delivered. In case of transport services any damage/ harm due to the mishandling of the Racks in transit will be borne by the transporter which will be equal to the cost of the item which is damaged.

**12. Resolution of Disputes (GCC Clause 28)**

**GCC 28.3---** The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring Agency's country.

**13. Governing Language (GCC Clause 29)**

**GCC 29.1---** The Governing Language shall be: English.

#### **14. Applicable Law (GCC Clause 30)**

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

- i) The Employment of Children (ECA) Act 1991
- ii) The Bonded Labour System (Abolition) Act of 1992
- iii) The Factories Act 1934
- iv) Other relevant rules and laws.

The Secretary, Rehabilitation Department or his nominees shall act as the sole arbitrator. The courts of Karachi shall have exclusive jurisdiction

#### **15. Notices (GCC Clause 31)**

**GCC 31.1--- Purchaser's address for notice purposes:  
ASSISTANT DIRECTOR (Procurement), Provincial Disaster Management  
Authority (PDMA) Sindh, Plot No.26C, Main Khayaban-e-Jami, DHA Phase-VII,  
Karachi.: Phone: 021-35318192, Fax: 021-35314219**

—Supplier's address for notice purposes:

#### **16. Inspection by inspection Committee/ Third Party Inspection**

All item shall be inspected by the Inspection Committee. The Committee may, if required, co-opt a technical expert from the relevant field or engage a reputable third-party inspection agency to ensure compliance with the tender specifications. All the expenditure incurred on the Inspection by inspection Committee / Third Party Inspection fees borne by the successful vendor.

The Payment shall be released to the vendor only upon issuance of a certificate, duly signed and stamped by the Inspection Committee (or third-party inspection, as applicable), confirming that the supplied items fully conform to the prescribed tender specifications.

## **Section IV.**

### **Schedule of Requirements**

## Schedule of Requirements

The entire delivery of a particular good/item as per details in technical specifications shall be made within fifteen (15) days from the date of award of contract on the locations as identified in the notification of award of contract.

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

S #	ITEM	Number	Description	Quantity	Delivery schedule in weeks/months from (Dt.Of start of delivery i.e. contract award date or contract signature date)
1					

Dated: \_\_\_\_\_

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

## **Section V.**

### **Technical Specifications**

## **Technical Specifications**

### **Section V.**

## **Technical Specifications**

## Technical Specifications

S.No	Item	Specification
1	<b>Racks (120 Nos.)</b>	<p>Size: 8 ft (L) × 3 ft (W) × 8 ft (H), Storage Levels: Four (4) loading levels (including base), Load Capacity: 1,000 kg Uniformly Distributed Load (UDL) per level, Material Specifications Pillars &amp; Beams (MS): 16-Gauge, Shelving Panels: 20-Gauge (Size: 12" x 33" per panel), Quantity: Total 32 pieces (8 panels per level) to ensure full coverage of the 8ft length, Reinforcement: Each level must be equipped with support bars to prevent 20-gauge shelf buckling under 1,000 kg load, Finish &amp; Safety Coating: All components must be industrial-grade powder coated, Stability: Pillars must be equipped with base plates for secure floor anchoring with 4" x 6" size having pre-drilled holes for floor anchoring.</p>

## **Section VI. Sample Forms**

### **Sample Forms**

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**1. Bid Form and Price Schedules**

Date: \_\_\_\_\_  
IFB N<sup>o</sup>: \_\_\_\_\_

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

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
*[signature]*

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## Price Schedule in Pak. Rupees

Name of Bidder \_\_\_\_\_ . IFB Number \_\_\_\_\_. Page of \_\_\_\_.

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

Signature of Bidder \_\_\_\_\_

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

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<sup>3</sup> Must be included if required under ITB 11.2

## 2. Bid Security Form

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

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring agency]* (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

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

---

*[signature of the bank]*

: Contract

### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of Procuring Agency] Of [country of Procuring agency] (hereinafter called “the Procuring agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

Note:- Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising govt stamp duty (PKR) of the total value of the Bid offered. Stamp duty will be paid by the bidder.

#### 4. Performance Security Form

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

## 5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

*[name of Contract]*

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## 6. Manufacturer's Authorization Form

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

To: *[name of the Procuring agency]*

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

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

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

---

*[signature for and on behalf of Manufacturer]*

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

**FORM A – LETTER OF APPLICATION**

Registered Business Name: \_\_\_\_\_

Registered Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

1. We hereby apply for tender with Provincial Disaster Management Authority (PDMA), Sindh as a Firm/contractor/Vendor/Supplier.
2. We authorize PDMA or its authorized representatives to carry out verification of the statements, documents and information submitted and to clarify the financial and technical aspects of this application from any person, Business department, Agency or Firm.
3. The names and positions of contact persons who may be contacted for further information, if required, are as follows:

S.No.	Name	Position in the Company	Contac No.
01			
02			
03			
04			

We declare that

- i) The statements made and the information provided in the application are complete, true and correct in every detail.
- ii) This firm has never been black listed by any Government Department, Semi- Government Authority or Corporation. **(Certificate to this effect on Rs.20 non-judicial stamp paper to be provided.)**

Respectfully,

(Authorized representative of application)

Dated:

**FORM B – GENERAL INFORMATION**

Company Name: \_\_\_\_\_.

1. Head Office Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ email: \_\_\_\_\_

2. Local Office Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ email: \_\_\_\_\_

3. Income Tax Registration No. \_\_\_\_\_ (Attach copy of Registration Certificate)

4. Bankers: \_\_\_\_\_

**FORM C - PAST EXPERIENCE**

<i>No.</i>	<i>Year</i>	<i>Goods/Services Provided</i>	<i>TO</i>	<i>CERTIFICATE</i>
<i>01</i>	<i>2026</i>			
<i>02</i>	<i>2025</i>			
<i>03</i>	<i>2024</i>			
<i>04</i>	<i>2023</i>			
<i>05</i>	<i>2022</i>			
<i>06</i>	<i>2021</i>			
<i>07</i>	<i>2020</i>			
<i>08</i>	<i>2019</i>			

**Note: The Form-C must be supported with documentary evidence eg. (copies of clientele certificate, work orders/ Purchase Orders and Award of Contract as per proof.**

**Form D – Detail of Clientele**

<i>S No.</i>	<i>Name of Client</i>	<i>Address</i>	<i>Contact</i>	<i>Focal Person</i>
01				
02				
03				
04				
05				
06				
07				
08				
09				

**Note: The Form-D must be supported with documentary evidence.**

**FORM E - FINANCIAL DATA**

A. **Bank Statement** A current Bank statement in respect of bidder's financial soundness.

B. **Financial Statement**

1. **Current Contract Commitments**

Sr. No	Name of organization/Firm	Approximate Value of Business (P KR)	Period Of Contract (Years)
01			
02			
03			
04			

2. **Last three years Annual Turnover**

Year	Turn over amount ( in Pak Rupees)

3. **Other business**

Type of business	Other Details

Note: The Form-must be supported with documentary evidence.



**PROVINCIAL DISASTER MANAGEMENT AUTHORITY**  
**REHABILITATION DEPARTMENT**

**Annexure -**

**Bidders Qualification Report**

The meeting of the Procurement Committee, constituted under notification No. SO----- dated: -----, issued by the Rehabilitation Department for the procurement of Relief Items/ Goods/ Equipment for PDMA Sindh for FY 2025-26. The Committee examined and evaluated technical proposals based on the requisite information provided in the bid document (NIT). The details of the findings are as follows:

NIT Item No. 04		NAME OF BIDDER / FIRM		
Sr#	RACKS ELIGIBILITY CRITERIA	M/S	M/S	M/S
		1	2	3
1	Bidder Must upload complete Bidding Document.	YES/NO	YES/NO	YES/NO
2	Bid Security & Tender Fee received in favor of PDMA	YES/NO	YES/NO	YES/NO
3	Valid NTN Certificate with Active Status & Valid GST with Active Status	YES/NO	YES/NO	YES/NO
4	Documentary Evidence of Income Tax returns of last three years	YES/NO	YES/NO	YES/NO
5	The bidder must have at least three years of experience in supplying similar items Racks / Goods.	YES/NO	YES/NO	YES/NO
6	Bidder must have an average annual financial turnover of at least PKR 30 million during the last three years, as verifiable from the financial statements & Bank Statement issued by Certified Chartered Accountant in Pakistan should be provided.	YES/NO	YES/NO	YES/NO
7	The Firm should not be Blacklisted (affidavit on non-judicial Stamp paper Rs.500/- with all 05 conditions) as per Bid Data Sheet	YES/NO	YES/NO	YES/NO
8	Sample provided by bidder and evaluated by the Technical Committee (Satisfactory: Yes/ Unsatisfactory: No)	YES/NO	YES/NO	YES/NO
	Bidder must be a Manufacturer or an authorized dealer of the offered item till to date (documented evidence must be provided).	YES/NO	YES/NO	YES/NO
	The bidder shall submit complete technical documentation, including certificates/ specifications, and brochures of the offered item, issued by the Original Manufacturer or its authorized dealer/distributor. The submitted documents must clearly demonstrate compliance with the required specifications.	YES/NO	YES/NO	YES/NO
9	Supplier must have similar experience or experience of supplying of Racks, with each assignment's minimum cost equivalent or above PKR 02 million, relating to the supply of assignment to at least 01 public sector during the last three (03) years. Clientele (work order/supply order/purchase order and completion certificate from clientele as proof must be attached).	YES/NO	YES/NO	YES/NO
10	Relevant certifications of sample with respect to its specs from Manufacturer or authorized dealer should be supported with the documents	YES/NO	YES/NO	YES/NO
11	Financial Data (Bank Statement, Audit Reports of last three years Company's financial position, etc.) of the bidder's company.	YES/NO	YES/NO	YES/NO
<b>Remarks</b>		<b>QUALIFIED</b>	<b>QUALIFIED</b>	<b>DISQUALIFIED</b>

**Form F – TRANSPORTER**

DETAILS OF VEHICLES OWNED/ LEASED/ HIRED/ THIRD PARTY/ SPECIAL VEHICLES  
(CRANE/LIFTER) BY THE TRANSPORTER.

<i>S No.</i>	<i>Registration No.</i>	<i>Type of Vehicle</i>	<i>Status of vehicle (leased/ owned/ hired/ 3<sup>rd</sup> party)</i>

**Note: The Form-F, must be supported with documentary evidence.**

# **INTEGRITY PACT:**

*(This Integrity Pact Form should be on the stamp Paper valuing Rs. 100/- submitted by the successful Bidder with attestation of Notary Public.)*

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

1. M/s. \_\_\_\_\_ hereby declares that it has no obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

2. Without limiting the generality of the foregoing, M/s. \_\_\_\_\_ represents and warrants that it has fully declared the brokerage, commission, fees etc paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its Affiliate, Agent, Associate, Broker, Consultant, Director, Promoter, Shareholder, Sponsor, or Subsidiary, any Commission, Gratification, Bribe, Finder's Fee or Kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from \_\_\_\_\_ [Procuring Agency], except that which has been expressly declared pursuant hereto.

3. M/s. \_\_\_\_\_ Certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with \_\_\_\_\_ [Procuring Agency] and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

5. Notwithstanding any rights and remedies exercised by \_\_\_\_\_ [Procuring Agency] in this regard, M/s. \_\_\_\_\_ agrees to indemnify \_\_\_\_\_ [Procuring Agency] for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to \_\_\_\_\_ [Procuring Agency] in an amount equivalent to Ten Time the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by M/s. \_\_\_\_\_ as aforesaid for the purpose of obtaining or inducing the Procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from \_\_\_\_\_ [Procuring Agency].

\_\_\_\_\_  
(Procuring Agency)

\_\_\_\_\_  
(Bidders Authorized Signatures with Official Stamp)



GOVERNMENT OF SINDH  
REHABILITATION DEPARTMENT  
PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)  
**REVISED ANNUAL PROCUREMENT PLAN**  
(RELIEF ITEMS, GOODS, EQUIPMENT & SERVICES)  
FINANCIAL YEAR 2025-26

S.No	Description of Procurement	Quantity (where applicable)	Estimated total cost (M)	Funds allocated (M)	Source of funds (ADP / Non ADP)	Proposed procurement method	Timing of procurements				Remarks
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Hiring of Skilled Manpower (Firm)	1	20	20M	Non-ADP	Single Stage One Envelope	✓				Services
2	Hiring of Transportation Services & Rescue machinery (Firm)	1	50	50M	Non-ADP	Single Stage One Envelope	✓				Services
3	Plastic Mat/Chatai	80000	162.40	700.51M	Non-ADP	Single Stage Two Envelope	✓				Goods
4	Semi Collapsible Jerry Can	68600	59.34		Non-ADP	Single Stage Two Envelope	✓				Goods
5	Portable Toilet Tent	950	23.66		Non-ADP	Single Stage Two Envelope	✓				Goods
6	Water Tank (250 Gallons)	700	49.70		Non-ADP	Single Stage Two Envelope	✓				Goods
7	Natural Cotton Mattress	140000	154.00		Non-ADP	Single Stage Two Envelope	✓				Goods
8	Kitchen Set	18700	163.81		Non-ADP	Single Stage Two Envelope	✓				Goods
9	Filtration Unit	400	58.00		Non-ADP	Single Stage Two Envelope	✓				Goods
10	Boat 14 ft (Fiber)	5	1.98		Non-ADP	Single Stage Two Envelope	✓				Goods
11	OBM 40 HP	10	8.32		Non-ADP	Single Stage Two Envelope	✓				Goods
12	Dewatering Set 25 HP (6" DIA)	1	0.42		Non-ADP	Single Stage Two Envelope	✓				Goods
13	Dewatering Set 40 HP (8" DIA)	10	9.79		Non-ADP	Single Stage Two Envelope	✓				Goods
14	Generator Set 25 KVA	4	9.10		Non-ADP	Single Stage Two Envelope	✓				Goods
15	Procurement of Generator 25 KVA	35	78.925	78.925M	Non-ADP	Single Stage Two Envelope			✓		Goods
16	Spare Parts of Dewatering Pumps, Emergency Rescue Vehicles and Miscellaneous Items	1 (package)	115	115M	Non-ADP	Single Stage Two Envelope			✓		Goods
17	Pallets	2000	14	14M	Non-ADP	Single Stage Two Envelope			✓		Goods
18	Racks	120	18	18M	Non-ADP	Single Stage Two Envelope			✓		Goods



**Assistant Director (Procurement)**  
**PDMA Sindh**





**INVITATION FOR BID**  
**PROVINCIAL DISASTER MANAGEMENT AUTHORITY**  
**REHABILITATION DEPARTMENT**  
**GOVERNMENT OF SINDH**

# T E N D E R N O T I C E

The Provincial Disaster Management Authority (PDMA), Rehabilitation Department, Karachi invites e-bids through the E-Pak Acquisition and Disposal System (EPADS) inclusive of all applicable duties/taxes such as Income Tax, GST, Sindh Sales Tax (SRB) from eligible bidders/ firms, who must be "Active Tax Payer" and registered with the Federal Board of Revenue (FBR) and the other relevant authorities for the procurement of Goods for the FY 2025-26 in accordance with the Sindh Public Procurement Rules (SPPRA) 2010 amended bill date.

2. Electronic Bids must be submitted through EPADS only and manual bids shall not be accepted. Interested bidders are required to register themselves on the EPAD System at the link <https://sindh.eprocure.gov.pk/#/supplier/registration> in order to submit electronic bids.

S. No.	Item	Qty.	Specification
1	Generators 25 KVA	35 Nos.	Details of items are mentioned in the "Section-V" technical Specification of the Bidding Document.
2	Spare parts required for repair and maintenance of Dewatering Pumps, Emergency Rescue Vehicles and Miscellaneous items	Package	
3	Pallets	2000 Nos.	
4	Racks	120 Nos.	

3. Interested eligible bidders may either download the detailed Bidding documents for the procurement above mentioned items from website of PDMA ([www.pdma.gos.pk](http://www.pdma.gos.pk)) or SPPRA-EPADS from (<https://portalsindh.eprocure.gov.pk/#/>) from the date of Publication of this NIT till submission of bids and submit payment of Rs. 5,000/- for each category separately through Pay Order/demand draft as Tender Fees (non-refundable) in favor of Provincial Disaster Management Fund or acquire the same from PDMA head office on same fees.

4. The last date to submit the bids on EPADS- Portal on 04.05.2026 at 1400 hours. Bids will be opened in the presence of bidders or their authorized representatives who choose to attend, on the same day at 1430 hours on 04.05.2026 at the committee room of PDMA Sindh, Plot No. 26 C, Main Khayaban-e-Jami, DHA, Phase-VII, Karachi.

5. The bids may be submitted separately for the above mentioned items. Each bid shall be accompanied by Bid Security (Earnest Money) equivalent to 03% of the allocated/estimated cost of the respective item, the required Bid Security amounts are as follows: for Item No. 01. Procurement of Generators (25 KVA) amounting to Rs. 2,367,750/-, Item No. 02. Spare Parts for Repair & Maintenance of Dewatering Pumps, Emergency Rescue Vehicles & Miscellaneous Items amounting to Rs. 3,450,000/-, Item No. 03. Pallets amounting to Rs. 420,000/-, Item No. 04. Racks amounting to Rs. 540,000/-. The Bid Security shall be submitted in the form of a Pay Order/Demand Draft/Bank Guarantee issued by Scheduled Bank in Pakistan in favor of the Provincial Disaster Management Fund, in accordance with the Sindh Public Procurement Rules, 2010 (as amended time to time). The original Bid Security for each item, along with the tender fee in the prescribed form, shall be submitted to PDMA Headquarters, Karachi, before the time of opening of the Notice Inviting Tender (NIT), clearly mentioning the name of respective item. The Procurement Agency reserves the right to vary the aforementioned quantities as per SPPRA rules.

6. The bids shall be invited and submitted through the Single Stage — Two Envelope Procedure via SPPRA e-PADS, in accordance with Rule 46(2) of the Sindh Public Procurement Rules, 2010 (as amended time to time). For the Item No. 01 and Item No. 02 the Procurement Committee (PC) shall conduct on-site inspection of the items at the bidders' premises and all related expenditures shall be borne by the respective bidders as accordance with the bidding documents. For the Item No. 03 (Pallets) and Item No. 04 (Racks): Bidders shall be required to submit one sample (on returnable basis) prior to the date and time fixed for bid submission.

7. The competent authority reserves the right to reject any bid in case of incomplete, missing supporting information, or non-compliance with the Sindh Public Procurement Rules, 2010 (as amended time to time). The Procuring Agency further reserves the right to cancel the bidding process, in whole or in part, in accordance with Rule 25 of the said rules.

8. Rates shall be inclusive of all applicable taxes and transportation charges up to the warehouses located at Karachi, Jamshoro, and Sukkur, as well as PDMA Headquarters, including loading, unloading, and labor charges; the successful bidder(s) shall ensure complete supply of the awarded items for Sr. No. 01 to 04 within 15 days from the date of issuance of the work order by PDMA Sindh; the technical qualification criteria, item specifications, warranty requirements, and terms and conditions provided in the bidding documents shall be strictly adhered to; and in case the tender opening date falls on a public holiday or is affected by any law and order situation or unforeseen circumstances, the bids shall be opened on the next working day at the same time and venue.

**NOTE:**

In case of any difficulty, prospective bidders may contact the EPADS Helpline 051-111-137-237 during working days/hours or the undersigned.

News dated 17/04/2026

INF-KRY  
1468/2026

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[www.iwork4sindh.com](http://www.iwork4sindh.com)  
JOB PORTAL BY INFORMATION DEPARTMENT



Sd/-  
**ASSISTANT DIRECTOR (PROCUREMENT)**  
Provincial Disaster Management Authority,  
Sindh (PDMA) Plot No. 26 C, Khayaban-e-Jami,  
DHA Phase-VII, Karachi.  
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