

No.DT/2013-14 / 51
Furniture & Fixture

SPPRA ID _____

Fee Rs. 1000/=

Sindh Public Procurement Regulatory Authority

BIDDING DOCUMENTS

FOR

NATIONAL COMPETITIVE BIDDING



**GOVERNMENT OF SINDH
AGRICULTURE DEPARTMENT**

PROCUREMENTS OF GOODS

(FURNITURE & FIXTURE)

**UNDER THE ADP SCHEME, "CONSTRUCTION OF TRAINING
RESOURCE CENTER AND REPAIRING OF EXISTING FACILITIES AT
AGRICULTURE TRAINING INSTITUTE SAKRAND"**

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Sindh Public Procurement Regulatory Authority

BIDDING DOCUMENTS

FOR

NATIONAL COMPETITIVE BIDDING



**Government of Sindh
Agriculture Department**

**PROCUREMENTS OF GOODS
(FURNITURE & FIXTURE)**

PART ONE (FIXED)

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

Preface

These Bidding Documents have been prepared for use by Procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions of Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final document.

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Part One – Section I.
Instructions of Bidders

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Instructions to Bidders

- 1. Source of Funds**
 - 1.1 The Procuring agency has received / applied for provincial government funds from the source(s) **in Pak rupee** towards the cost of the project / scheme(s) **Construction of Training Resource Center & Repairing of Existing Facilities at Agriculture Training Institute Sakrand** as specified in the bidding data and it is intended that part of the proceeds of this funds will be applied to eligible payments under the contract for which these bidding documents are issued.
 - 1.2 Payment by the funds will be made only at the request of the procuring agency and upon approval by the Government of Sindh, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agriculture prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Sindh Government, is prohibited by a decision of the United nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all Bidders / suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
 - 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization **in accordance with sub clause 34.1**
- 3. Eligible Goods and Services**
 - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 and its' Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
 - 3.2 For purposes of this clause, "origin" means the place where the

goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications
- g) Bid Form and Price Schedules
- h) Bid Security Form
- i) Contract Form
- j) Performance Security Form
- k) Manufacturer’s Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 An 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 as per SPPRA Rules 2010 which it receives not 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 enquiry) 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:
- i) **Bid Form, a Price Schedule completed in accordance with ITB Clauses 10,11, and 12;**
 - ii) **Documentary evidence established in accordance with ITB Clause 13 that the Bidder / Tenderers is eligible to bid and is qualified to perform the contract if its bid is accepted.**
 - iii) **documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and**
 - iv) **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 / furniture 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 term offered.
- .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 non responsive 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 Eligibility and Qualifications** 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.
- 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 / furniture under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
 - a) a detailed description of the essential technical and performance characteristics of the goods;
 - b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
 - c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7

- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
 - b) irrevocable encashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 will be rejected by the Procuring agency as non responsive 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 non responsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

- 17. Format and Signing of Bid**
- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet (if required), clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

- 18. Sealing and Marking of Bids**
- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring agency at the address given in the bid data sheet; and
 - (b) bear the project name indicated in the bid data sheet, the Invitation for Bids (IFB) title and number indicated in the bid data sheet, and a statement: ““DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant ITB clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- 18.4 If the outer envelope is not sealed and marked as required by ITB clause 18.2, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening.
- 19. Deadline for Submission of Bids**
- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20. Late Bids**
- 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification and Withdrawal of Bids**
- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

- 22. Opening of Bids by the Procuring Agency**
- 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

- 22.4 The Procuring agency will prepare minutes of the bid opening.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination**
- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Evaluation and Comparison of Bids**
- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 [The Procuring agency's evaluation of a bid will be on](#)

delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

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

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

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

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

Or

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

Or

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

c) *Deviation in payment schedule.*

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

Or

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

d) *Cost of spare parts.*

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

each bid, will be added to the bid price.

or

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

or

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

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

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

- f) *Operating and maintenance costs.*

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

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

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

or

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the

Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

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

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

Alternative

25.4 Merit Point System:

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

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

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

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

- 26. Contacting the Procuring agency**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 27. Post-qualification**
- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is

qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28. Award Criteria** 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 29. Procuring agency's Right to Vary Quantities at Time of Award** 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids** 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 31. Notification of Award** 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract** 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring

agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33 Performance Security

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

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

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

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive 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.

Certificate from bidder:

I certify that I am agreed with all terms and conditions and abide all rules of SPPRA.

Signature & stamp of Bidder

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 equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
 - (h) “The Procuring agency’s country” is the country named in SCC.
 - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
 - (j) “The Project Site,” where applicable, means the place or places named in SCC.
 - (k) “Day” means calendar day.
2. **Application**
 - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
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 purpose 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 this 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 twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
 - 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the

Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Procuring agency or its representative shall have the right to inspect the sample prior to polish / colour of item of furniture to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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 provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
- 10. Delivery and Documents**
- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the schedule of requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.
- 12. Transportation**
- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services**
- 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. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment

from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

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

18. Change Orders

- 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or

- (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods / furniture 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 / furniture 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 Damages 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or 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 / furniture, the Procuring agency may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

- 28. Resolution of Disputes**
- 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
- 29. Governing Language**
- 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**
- 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

Notes on the General Conditions of Contract

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

Certificate from bidder

I certify that I am agreed with terms and conditions and abide all Rules of SPPRA.

Signature & Stamp of Bidder

Sindh Public Procurement Regulatory Authority

BIDDING DOCUMENTS

FOR

NATIONAL COMPETITIVE BIDDING



Government of Sindh

**PROCUREMENTS OF GOODS
(FURNITURE)**

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

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Part Two

Section I. Invitation for Bids



DIRECTORATE OF TRAINING AGRICULTURE EXTENSION SINDH HYDERABAD



Phone: 022-9240037

Fax: 022-9200053

No. Dt/2013-14/51

Hyderabad, Dated: 24.02.2014

TENDER NOTICE

The Agriculture Extension Department has received an allocation from the public fund in Pak rupees towards the Project “**Construction of Training Resource Center and Repairing of Existing Facilities at Agriculture Training Institute Sakrand**”. It is intended that part of the proceeds this allocated fund will be applied to eligible payments under the contract for Fabrication of Green House (Tunnels) at Agriculture Training Institute Sakrand.

The Agriculture Extension Sindh, Hyderabad invites sealed bids from reputed eligible manufacturer / Authorized dealers / supplier for the supply / Installation / Fabrication of following items:

S.No.	Tender No.	Items	Quantity	TENDER FEE
1.		Machinery & Equipments		2000/-
	1.1	Air Conditioners	13	
	1.2	Electric Generator	01	
2.		IT Equipments		
	2.1	Computers with printers	14	
	2.2	Laptop	2	
	2.3	Multimedia for Training Hall	4	
3.		Furniture	Various	1000/-
4.		Fabrication / installation of tunnels (Green House)	3	2000/-

1. Interested eligible bidder may obtain the blank tender document form the office of Director Training, Agriculture Extension Sindh, Doomra Village, Near Naseem Delux Bungalows, Qasimabad, Hyderabad on any working day during office hour with effect from the date **03.03.2014 to 27.03.2014** up to 10.00 am.
2. A complete set of bidding documents may be purchased by interested bidder on the submission of written application to the Director Training, Agriculture Extension Sindh, Hyderabad and on payment of Tender Fee (non-refundable) as mentioned above in shape of pay order / demand draft in favour of Director Training, Agriculture Extension Sindh, Hyderabad.
3. The provision in the instructions to bidders and in General Conditions of contract is the provision of the Sindh Public procurement ordinance and its rules made there under.
4. Bids must be delivered to the office of Director Training, Agriculture Extension Sindh Doomra Village on or before **27.03.2014** up to 11.00 am.
5. Tenders / Bids are required to be furnished with bid security / earnest money of 2.5% of total value of bid in form of pay order / Call Deposit in favour of the Director Training, Agriculture Extension Sindh, Hyderabad in sealed envelop. Tender without bid security will not be entertained.
6. Bids will be open publicly by Technical Committee on **27.03.2014** at **12-00** Noon in committee room of Directorate General, Agriculture Extension Sindh, Shahbaz Building Block-F, Hyderabad in presence of interested bidders, their representatives who choose to attend.
8. The Competent Authority reserves the right to increase / decrease the Nos / quantity of stores / services subject to the provision of Sindh PPRA rules.
9. The procuring agency may reject all or any bid subject to the relevant provision of SPPRA rules.
10. The bidders must quote rates including all the taxes and other charges if there is any.
11. The late Tenders / Bids will not be accepted, returned unopened.
12. Conditional tenders will not be accepted.
13. The bidders are requested to give their best and final prices as no negotiations are expected.

DIRECTOR TRAINING
AGRICULTURE EXTENSION SINDH
HYDERABAD

Bid Data Sheet

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

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

Introduction	
ITB 1.1	Name of Procuring Agency of Government of Sindh. Director Training, Agriculture Extension Sindh, Hyderabad, Agriculture Department, Government of Sindh.
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount. <i>[when applicable]</i>
ITB 1.1	Name of Project. Construction of Training Resource Center and Repairing of Existing Facilities at Agriculture Training Institute, Sakrand.
ITB 1.1	Name of Contract. i) Furniture The bid is in accordance with single stage two envelop procedure (One Technical proposal envelope and second Financial proposal envelop)
ITB 4.1	Name of Procuring agency. Director Training, Agriculture Extension Sindh, Hyderabad, Agriculture Department, Government of Sindh.
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers. Director Training, Agriculture Extension Sindh, Doomra Village, Near Naseem Deluxe Bungalows, Qasimabad, Hyderabad. Ph# 022-9240037 Fax No. 022-9200053
ITB 8.1	Language of the bid. English

Bid Price and Currency	
ITB 11.2	The price quoted shall be in Pak Rupees.
ITB 11.5	The price should be fixed,

Preparation and Submission of Bids	
ITB 13.3 (d)	<p><i>Qualification requirements.</i></p> <p>(i) Location of shop/ office/ Workshop (Complete Address with, Phone, Fax, e-mail, Website address) of the participating Bidder / manufacturer / supplier.</p> <p>(ii) Tax Payer: The participating Bidder / manufacturer / Dealer / Supplier must be Registered, Tax payer (I.T, Professional Tax, SRB and GST etc).</p> <p>(iii) Delivery: The bidder will Supply/ Deliver the item on the Specified location.</p> <p>(iv) Experience/ Reference: Experience in Related field, not less than 03 years. The Bidder must supply at least three references for Supply of the items.</p> <p>(v) Financial Stability: Bank Statement showing financial Stability to deliver the contract.</p>
ITB 14.3 (b)	Spare parts required for <i>[number]</i> of years of operation.
ITB 15.1	Amount of bid security. At a rate of 2.5% of bid value.
ITB 16.1	Bid validity period. Two months
ITB 17.1	Number of copies. One original bid
ITB 18.2 (a)	Address for bid submission. The Directorate Training, Agriculture Extension Sindh, Doomra Village, Near Naseem Delux Bungalows, Qasimabad, Hyderabad Ph# 022-9240037
ITB 18.2 (b)	IFB title and number. Procurement of furniture No. DT/2013-14/ 51 dated 24.02.2014
ITB 19.1	Deadline for bid submission. 27.03.2014 up to 11.00 am in the office of Director Training, Agriculture Extension Sindh, Doomra Village, Near Naseem Delux Bungalows, Qasimabad, Hyderabad
ITB 22.1	Time, date, and place for bid opening. 12.00 Noon on 27.03.2014 in the Committee Room of Agriculture Extension Sindh, Shahbaz Building Block-F, Hyderabad.

Bid Evaluation	
	Procuring Agency
ITB 25.3	<p><i>Criteria for bid evaluation.</i></p> <p>Technical Evaluation: Qualification (Check list) : 20 marks Technical Specification : 80 marks</p>
ITB 25.4 (a)	One option only for one item, for other options separate tender document must be purchased and submitted separately.
ITB 25.4 (b)	Delivery schedule. 45 days
Option (i)	Only one option
Option (ii)	0.5% of bid value per week
ITB 25.4 (c) (ii)	Deviation in payment schedule.
ITB 25.4 (d)	Cost of spare parts.
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.
ITB 25.4 (f)	Operating and maintenance costs. Factors for calculation of the life cycle cost:
ITB 25.4 (g)	Performance and productivity of furniture. Standard warranty (where applicable)
ITB 25.4 (h)	<p>Details on the evaluation method or reference to the Technical Specifications.</p> <ul style="list-style-type: none"> i) Single package with two envelopes system. ii) Initially envelop marked 'Technical Proposal' will be opened publicly, in presence of the Bidders and representatives of bidder who choose to attend. iii) The Technical proposal will be evaluated by the Technical Committee as per SPPRA Rules. iv) Envelop marked 'Financial Proposal' will retain in the custody of procuring Agency. v) The Financial Proposals will be opened after technical Evaluation of the companies, who will be found technically responsive only. The financial proposals of Technical non responsive companies will be returned un-opened to the Bidders.
ITB 25.4 Alternative	<p>Specify the evaluation factors.</p> <p>The Technically qualified, financially lowest bid will be accepted.</p>

Signature and Stamp of Bidder

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.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is **Agriculture Extension Sindh, Hyderabad.**

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

GCC 1.1 (i)—The Supplier is: **Manufacturer / Dealer / Distributor / Supplier.**

GCC 1.1 (j)—The Project Site is: **Agriculture Training Institute, Sakrand District Shaheed Benazirabad.**

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be **10% of the contract price.**

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent 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 inspection will be conducted at site of delivery, a joint inspection will be conducted, after satisfaction, a satisfactory certificate for manufacturing of furniture and acceptance will be issued by the department / end user.**

5. Packing (GCC Clause 9)

GCC 9.3—The following SCC shall supplement GCC Clause 9.2: **The procuring agency can demand for samples if and as and when required.**

6. Delivery and Documents (GCC Clause 10) *Sample provision (DDP terms)*

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

- i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii) original and two copies of the usual transport document which the buyer may require to take the goods;
- iii) copies of the packing list identifying contents of each package;
- iv) Manufacturer's or Supplier's warranty certificate;

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

9. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are:

10. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be standard from date of acceptance of goods .

The supplier shall, comply with the performance 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) Replace the item with new one within limits of bid validity period.

11. 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 Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- (i) 100% of the Contract Price on complete delivery of store / furniture within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall not vary from the prices quoted by the supplier in its bid.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]

14. 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 Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 30)

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

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

17. Notices (GCC Clause 31)

GCC 31.1—Procuring agency’s address for notice purposes:

**The Director Training, Agriculture Extension Sindh, Doomra Village
Near Naseem Delux Bungalows, Qasimabad, Hyderabad.**

—Supplier’s address for notice purposes:

Signature & Stamp of bidder

SCHEDULE OF REQUIREMENT

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

S. No.	Description	Quantity	Delivery schedule in weeks / months from
	Furniture		
1.	Office Tables with side racks (Size 4' x 6')	4 Nos.	Forty Five (45) days
2.	Office Table (Size 2.5' x 4")	2 Nos.	Forty Five (45) days
3.	Class Room Table Large (Size 3' x 8') (Shesham wood frame with top chip board with dull farmica)	4 Nos.	Forty Five (45) days
4.	Dinning Tables (Size 5' x 10') (Shesham wood frame with top chip board with dull farmica)	2 Nos.	Forty Five (45) days
5.	Canteen Tables (Size 2.5' x 4') (Shesham wood frame with top chip board with dull farmica)	15 Nos.	Forty Five (45) days
6.	Training Hall / Class Rooms Tables (2' x 4') (Shesham wood frame with top chip board with dull farmica)	100 Nos.	Forty Five (45) days
7.	Revolving Chairs (Shesham wood frame with cushion at seat and back)	4 Nos.	Forty Five (45) days
8.	Office Chairs (Shesham wood with net at seat and back)	28 Nos.	Forty Five (45) days
9.	Dinning Hall Chairs (Shesham wood made)	50 Nos.	Forty Five (45) days
10.	Canteen Hall Chairs (Shesham wood made)	60 Nos.	Forty Five (45) days
11.	Training Hall / Class rooms chairs (shesham wood made)	200 Nos.	Forty Five (45) days
12.	Almirah (Iron made)	12 Nos.	Forty Five (45) days
13.	Benches (shesham wood made)	14 Nos.	Forty Five (45) days
14.	Stools (shesham wood made)	4 Nos.	Forty Five (45) days
15.	Dust Bins (shesham wood made)	18 Nos.	Forty Five (45) days
16.	Table Tennis	1 No.	Forty Five (45) days

S. No.	Description	Quantity	Delivery schedule in weeks / months from
	Furniture		
1.	Tables for Scientific Bio Control Lab	2 Nos.	Forty Five (45) days
2.	Chairs for Scientific Bio Control Lab	4 Nos.	Forty Five (45) days
3.	Stool for Scientific Bio Control Lab	6 Nos.	Forty Five (45) days
4.	Stools	4 Nos.	Forty Five (45) days

Signature & Stamp of bidder

Technical Specifications

S#	Item/Description	Estimated Quantity	Manufacturer.
1.	<p>Office Tables with side racks Design : Fancy office suite Table size 4' x 6' Side rack size: 2' x 4' Three sides closed / covered with best quality ply board. Complete best quality ply board Glass: 8mm on table top & side rack Computer arrangement on side rack with best quality side lock arrangement, Imported Railing in drawers Frame: best quality dry Talhi wood up to top and foot rest complete best quality dry Talhi Gola & Lasani with formica Drawer: 03 drawers in right side & one drawers in left side at top and bottom of left with 01 door drawer Side rack: Max with one drawer and one door concerned. Polish: Best quality Mate / Sprit polish (Black & Green)</p>	4 Nos.	
2.	<p>Office Table Standard Size Size 2.5' x 4' Frame: Best quality dry Talhi wood up to top and foot rest, Talhi Gola & Lasani with Classical formica Polish: Best quality sprit polish (after wood inspection)</p>	2 Nos.	
3.	<p>Class Room Table Large Size 3' x 8' Frame: Best quality dry Talhi wood up to top and foot rest, Talhi Gola & Lasani with Classical Formica Three side closed / covered with best quality ply board. Polish: Best quality sprit polish (after wood inspection)</p>	4 Nos.	
4.	<p>Dinning Tables Size 5' x 10' Frame: Best quality dry Talhi wood up to top and foot rest, Talhi Gola & Lasani with Classical Formica Polish: Best quality sprit polish (after wood inspection)</p>	2 Nos.	

5.	Canteen Tables Size 2.5' x 4' Frame: Best quality dry Talhi wood Talhi Gola Top chip board with dull formica Polish: Best quality sprit polish (after wood inspection)	15 Nos.	
6.	Training Hall / Class Rooms Tables Size: 2' x 4' Frame: Best quality dry Talhi wood up to top and foot rest, Talhi Gola & Lasani with Classical Formica Polish: Best quality sprit polish (after wood inspection)	100 Nos.	
7.	Revolving Chairs Shesham wood frame High Back Design: Fancy quality Cushion at seat and back Foam & Cloth: Molty Foam & American self cloth Revolving Machine with wheels in foot Hydraulic system on seat.	4 Nos.	
8.	Office Chairs Design: Fancy (best quality) Wood: Best quality dry Talhi wood Netting: Plastic Net on seat & back Arm rest Polish: Best quality sprit polish (after wood inspection)	28 Nos.	
9.	Dinning Hall Chairs Wood: Best quality dry Talhi wood Seat with ply wood Back with fancy design wooden made. Polish: Best quality sprit polish (after wood inspection)	50 Nos.	
10.	Canteen Hall Chairs Wood: Best quality dry Talhi wood Seat with ply wood Back with fancy design wooden made. Polish: Best quality sprit polish (after wood inspection)	60 Nos.	
11.	Training Hall / Class rooms chairs Wood: Best quality dry Talhi wood Netting: Plastic Net on seat and back Polish: Best quality sprit polish (after wood inspection)	200 Nos.	
12.	Almirah Iron made Size: 6' x 3' x 1.5' Guage: 20 SWG	12 Nos.	

13.	Benches Size: 6' x 2' x 20' with back height. Best quality dry Talhi wood. Polish: Best quality sprit polish (polish after inspection)	14 Nos.	
14.	Stools Stool height: 2', Top size: 1' x 1'. Best quality dry Talhi wood. Polish: Best quality sprit polish (polish after inspection)	4 Nos.	
15.	Dust Bins Size: (H x W x B) 18" x 12" x 12" Wood: Superior quality dry talhi wood. Polish: Best quality sprit polish (after wood inspection)	18 Nos.	
16.	Tennis Table Standard size best quality frame and top	1 No.	

Furniture for Scientific Bio Control Laboratory

S#	Item/Description	Estimated Quantity	Manufacturer.
	Furniture		
	Tables for Scientific Bio Control Lab Size 3' x 8' Frame: Best quality dry Talhi wood up to top Talhi Gola & Lasani with Classical Formica Polish: Best quality sprit polish (after wood inspection)	2 Nos.	
	Chairs for Scientific Bio Control Lab Wood: Best quality dry Talhi wood Netting: Plastic Net on seat & back Arm rest Polish: Best quality sprit polish (after wood inspection)	4 Nos.	
	Stool for Scientific Bio Control Lab Stool height: 2', Top size: 1' x 1'. Best quality Steel frame with revolving top.	6 Nos.	
	Stools Stool height: 2', Top size: 1' x 1'. Best quality dry Talhi wood. Polish: Best quality sprit polish (polish after inspection)	4 Nos.	

Section VI. Sample Forms

Sample Forms

- 1. BID FORM AND PRICE SCHEDULES*
- 2. CONTRACT FORM*
- 3. QUALIFICATION/CHECK LIST*

1. Bid Form and Price Schedules

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.

It 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 non, stat "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
Item	Description	Quantity	Unit price including all taxes	Total price including all taxes	Total price in words

Signature of Bidder _____

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

³Must be included if required under ITB 11.2

1. 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)

Part Two – Section VII. Eligibility for the Provision of Goods Works and Services in Bank Financed Procurement.

2. Qualification / Check List

ITB 13.3 (d)	<i>Qualification requirements.</i>	Reply	Number / marks
	(i) Location of shop / office / Workshop (Complete Address with, Phone, Fax, e-mail, Website address) of the participating Bidder / manufacturer / Supplier.		
	(ii) Tax Payer: The participating Bidder / manufacturer / Dealer / Supplier must be Registered, Tax payer (I.T, Professional Tax, SRB and GST etc).		
	(iii) Delivery: The bidder will Supply/ Deliver the item on the Specified location.		
	(iv) Experience/ Reference: Experience in Related field, not less than 03 years. The Bidder must supply at least three references for Supply of the items.		
	(v) Financial Stability: Bank Statement showing financial Stability to deliver the contract.		

Sindh Public Procurement Regulatory Authority

BIDDING DOCUMENTS

FOR

NATIONAL COMPETITIVE BIDDING



**GOVERNMENT OF SINDH
AGRICULTURE DEPARTMENT**

PROCUREMENTS OF GOODS

(MACHINERY & EQUIPMENTS AND IT EQUIPMENTS)

**UNDER THE ADP SCHEME, “CONSTRUCTION OF TRAINING RESOURCE
CENTER AND REPAIRING OF EXISTING FACILITIES AT AGRICULTURE
TRAINING INSTITUTE SAKRAND”**

**DIRECTOR TRAINING
AGRICULTURE EXTENSION SINDH
HYDERABAD
TEL. # 022-9240037**

Sindh Public Procurement Regulatory Authority

BIDDING DOCUMENTS

FOR

NATIONAL COMPETITIVE BIDDING



**Government of Sindh
Agriculture Department**

**PROCUREMENTS OF GOODS
(MACHINERY & EQUIPMENTS)**

PART ONE (FIXED)

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

Preface

These Bidding Documents have been prepared for use by Procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.

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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 /applied for provincial government funds from the source(s) indicated in the bidding data in Pak Rupee towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this funds will be applied to eligible payments under the contract for which these bidding documents are issued. |
| | | 1.2 | Payment by the fund will be made only at the request of the procuring agency and upon approval by the Government of Sindh, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds. |
| 2. | Eligible Bidders | 2.1 | This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter. |
| | | 2.2 | Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. |
| | | 2.3 | Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh. |
| | | 2.4 | Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any Government Organization in accordance with sub clause 34.1. |
| 3. | Eligible Goods and Services | 3.1 | All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services. |
| | | 3.2 | For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| | | 3.3 | The origin of goods and services is distinct from the nationality of the Bidder. |
| 4. | Cost of Bidding | 4.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 5. | Content of Bidding Documents | 5.1 | B. The Bidding Documents
The bidding documents include:
(a) Instructions to Bidders (ITB)
(b) Bid Data Sheet
(c) General Conditions of Contract (GCC) |

- (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Manufacturer's Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
6. **Clarification of Bidding Documents** 6.1 A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of enquiry) will be sent to all interested bidders that have received the bidding documents.
7. **Amendment of Bidding Documents** 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be bidding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.
- C. Preparation of Bids**
8. **Language of Bid** 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. **Documents Comprising the Bid** 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) Bid security furnished in accordance with ITB Clause 15.
10. **Bid Form** 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
11. **Bid Prices** 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the

contract.

- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the term 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 Eligibility and Qualification** 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.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents** 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
 - (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15 **Bid Security**

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
 - (b) irrevocable encashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.
- 15.5 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:

- (c) to sign the contract in accordance with ITB Clause 32; **or**
 - (d) to furnish performance security in accordance with ITB Clause 33.
16. **Period of Validity of Bids**
- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive
 - 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
17. **Format and Signing of Bid**
- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
 - 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
 - 17.3 3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
 - 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
- D. Submission of Bids**
18. **Sealing and Marking of Bids**
- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
 - 18.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
 - 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
 - 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
19. **Deadline for Submission of Bids**
- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
 - 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. **Late Bids** 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21. **Modification and Withdrawal of Bids** 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
- E. Opening and Evaluation of Bids**
22. **Opening of Bids by the Procuring agency** 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.
23. **Clarification of Bids** 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. **Preliminary Examination** 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one

which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25. **Evaluation and Comparison of Bids**
- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- (a) incidental costs,
 - (b) delivery schedule offered in the bid;
 - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (d) the cost of components, mandatory spare parts, and service;
 - (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
 - (f) the projected operating and maintenance costs during the life of the equipment;
 - (g) the performance and productivity of the equipment offered; and/or
 - (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
 - (b) *Delivery schedule.*
 - (i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery. **Or**
 - (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. **or**
 - (iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a

percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- i Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder. **Or**
- ii The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

- i The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.
or
- ii The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.
or
- iii The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency **or** other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

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

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

(f) *Operating and maintenance costs.*

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

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

- i Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- Or**
- ii Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in

the Technical Specifications.

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

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

- | | | |
|-----------------------------|---|---|
| Alternative | 25.4 | Merit Point System:
The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.
<i>[In the Bid Data Sheet, choose from the range of]</i>
Evaluated price of the goods 60 to 90
Cost of common list spare parts 0 to 20
Technical features, and maintenance and operating costs 0 to 20
Availability of service and spare parts 0 to 20
Standardization 0 to 20
Total 100
The bid scoring the highest number of points will be deemed to be the lowest evaluated bid. |
| 26. | Contacting the Procuring agency | 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid. |
| F. Award of Contract | | |
| 27. | Post-qualification | 27.1 1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

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

27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 28. | Award Criteria | 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. |
| 29. | Procuring agency's Right to Vary Quantities at Time of Award | 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. |

30. **Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
31. **Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. **Signing of Contract**
- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
33. **Performance Security**
- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
34. **Corrupt or Fraudulent Practices**
- 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP, Act, 2009 and Rules made there under:
- (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 equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
 - (h) “The Procuring agency’s country” is the country named in SCC.
 - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
 - (j) “The Project Site,” where applicable, means the place or places named in SCC.
 - (k) “Day” means calendar day.
2. **Application**
 - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
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 Specification**
 - 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 twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. **Inspections and Tests** 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 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 provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
10. **Delivery and Documents**
- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier re specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.
11. **Insurance**
- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
12. **Transportation**
- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. **Incidental Services**
- 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. **Spare Parts**
- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any

warranty obligations under the Contract; and
(b) in the event of termination of production of the spare parts:

- i advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
- ii following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. **Payment**

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

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

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

16.4 The currency of payment is Pak. Rupees.

17. **Prices**

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

18. **Change Orders**

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;

- (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 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 Damages:** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or 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 anything 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** 32.2 1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

Notes on the General Conditions of Contract

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

Sindh Public Procurement Regulatory

Authority

Bidding Documents

For

National Competitive Bidding

Procurement of Goods

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

Preface

These Bidding Documents have been prepared for use by procuring agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall *not* be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- (a) Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- (c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.
- (d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- (e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- (f) The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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Part Two

Section I. Invitation for Bids



DIRECTORATE OF TRAINING AGRICULTURE EXTENSION SINDH HYDERABAD



Phone: 022-9240037

Fax: 022-9200053

No. Dt/2013-14/51

Hyderabad, Dated: 24.02.2014

TENDER NOTICE

The Agriculture Extension Department has received an allocation from the public fund in Pak rupees towards the Project “**Construction of Training Resource Center and Repairing of Existing Facilities at Agriculture Training Institute Sakrand**”. It is intended that part of the proceeds this allocated fund will be applied to eligible payments under the contract for Fabrication of Green House (Tunnels) at Agriculture Training Institute Sakrand.

The Agriculture Extension Sindh, Hyderabad invites sealed bids from reputed eligible manufacturer / Authorized dealers / supplier for the supply / Installation / Fabrication of following items:

S.No.	Tender No.	Items	Quantity	TENDER FEE
1.		Machinery & Equipments		2000/-
	1.1	Air Conditioners	13	
	1.2	Electric Generator	01	
2.		IT Equipments		
	2.1	Computers with printers	14	
	2.2	Laptop	2	
	2.3	Multimedia for Training Hall	4	
3.		Furniture	Various	1000/-
4.		Fabrication / installation of tunnels (Green House)	3	2000/-

1. Interested eligible bidder may obtain the blank tender document form the office of Director Training, Agriculture Extension Sindh, Doomra Village, Near Naseem Delux Bungalows, Qasimabad, Hyderabad on any working day during office hour with effect from the date **03.03.2014 to 27.03.2014** up to 10.00 am.
2. A complete set of bidding documents may be purchased by interested bidder on the submission of written application to the Director Training, Agriculture Extension Sindh, Hyderabad and on payment of Tender Fee (non-refundable) as mentioned above in shape of pay order / demand draft in favour of Director Training, Agriculture Extension Sindh, Hyderabad.
3. The provision in the instructions to bidders and in General Conditions of contract is the provision of the Sindh Public procurement ordinance and its rules made there under.
4. Bids must be delivered to the office of Director Training, Agriculture Extension Sindh Doomra Village on or before **27.03.2014** up to 11.00 am.
5. Tenders / Bids are required to be furnished with bid security / earnest money of 2.5% of total value of bid in form of pay order / Call Deposit in favour of the Director Training, Agriculture Extension Sindh, Hyderabad in sealed envelop. Tender without bid security will not be entertained.
6. Bids will be open publicly by Technical Committee on **27.03.2014** at **12-00** Noon in committee room of Directorate General, Agriculture Extension Sindh, Shahbaz Building Block-F, Hyderabad in presence of interested bidders, their representatives who choose to attend.
8. The Competent Authority reserves the right to increase / decrease the Nos / quantity of stores / services subject to the provision of Sindh PPRA rules.
9. The procuring agency may reject all or any bid subject to the relevant provision of SPPRA rules.
10. The bidders must quote rates including all the taxes and other charges if there is any.
11. The late Tenders / Bids will not be accepted, returned unopened.
12. Conditional tenders will not be accepted.
13. The bidders are requested to give their best and final prices as no negotiations are expected.

DIRECTOR TRAINING
AGRICULTURE EXTENSION SINDH
HYDERABAD

Section II. Bid Data Sheet

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

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

Introduction	
ITB 1.1	Name of Procuring Agency / Department. Director Training, Agriculture Extension Sindh, Agriculture Department, Government of Sindh, Hyderabad. (Name of procuring agency of Government of Sindh)
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount. <i>[when applicable]</i>
ITB 1.1	Name of Project. Construction of Training Resource Center and Repairing of Existing Facilities at Agriculture Training Institute Sakrand.
ITB 1.1	Name of Contract. Procurement of Office Machinery & Equipments
ITB 4.1	Name of Procuring agency. Director Training, Agriculture Extension Sindh, Agriculture Department, Government of Sindh, Hyderabad.
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers. Directorate of Training, Agriculture Extension Sindh, Doomra Village Near Naseem Deluxe Bungalows, Qasim Abad, Hyderabad. Ph# 022-9240037 Fax No. 022-9200053
ITB 8.1	Language of the bid. English

Bid Price and Currency	
ITB 11.2	The price quoted shall be in Pak Rupees.
ITB 11.5	The price shall be fixed,

Preparation and Submission of Bids	
ITB 13.3 (d)	<p>Qualification requirements.</p> <p>(i) Location of shop / office (Complete Address with, Phone, Fax, e-mail, Website address) of the participating Bidder / Dealer / Distributor / Supplier.</p> <p>(ii) Tax Payer: The participating Bidder / Dealer / Distributor / Supplier must be Registered, Tax payer (I.T, Professional Tax, SRB and GST etc).</p> <p>(iii) Delivery: The bidder will Supply/ Deliver the item on the Specified location.</p> <p>(iv) Experience/ Reference: Experience in Related field, not less than 03 years.</p> <p>The Bidder must supply at least five references for Supply of the items and satisfactory Services and working Certificates / Letter from the procuring Agencies under Reference.</p> <p>(v) Financial Stability: Bank Statement showing financial Stability to deliver the contract.</p>

ITB 14.3 (b)	Spare parts required for <i>[number]</i> of years of operation Life time of Equipment / Machinery (where applicable)
ITB 15.1	Amount of bid security. At the rate of 2.5% of bid value.
ITB 16.1	Bid validity period. Two months
ITB 17.1	Number of copies One.
ITB 18.2 (a)	Address for bid submission. The Directorate Training, Agriculture Extension Sindh, Doomra Village, Near Naseem Delux Bungalows, Qasimabad, Hyderabad Ph# 022-9240037
ITB 18.2 (b)	IFB title and number. Procurement of Machinery Equipments and IT Equipments No. DT/2013-14/ 51 dated 24.02.2014
ITB 19.1	Deadline for bid submission 27.03.2014 up to 11.00 am in the office of Director Training, Agriculture Extension Sindh, Doomra Village, Near Naseem Deluxe Bungalows, Qasimabad, Hyderabad
ITB 22.1	Time, date, and place for bid opening. 12.00 Noon on 27.03.2014 in the Committee Room of Agriculture Extension Sindh, Shahbaz Building Block-F, Hyderabad.

Bid Evaluation	
ITB 25.3	Criteria for bid evaluation. Technical Evaluation: Qualification (Check list): 20 marks Technical Specification : 80 marks
ITB 25.4 (a)	One option only for one item, for other options separate tender document must be purchased and submitted separately.
ITB 25.4 (b)	Delivery schedule. 30 days
Option (i)	Only one option
Option (ii)	0.5% of bid value per week
Option (iii)	
ITB 25.4 (c) (ii)	Deviation in payment schedule.
ITB 25.4 (d)	Cost of spare parts.
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country. <i>[Minimum service facilities and parts inventories or reference to the Technical Specifications.]</i>
ITB 25.4 (f)	Operating and maintenance costs. Factors for calculation of the life cycle cost:
ITB 25.4 (g)	Performance and productivity of equipment. Standard Warranty.

ITB 25.4 (h)	<p>Details on the evaluation method or reference to the Technical Specifications.</p> <ul style="list-style-type: none"> i) Single package with two envelopes system. ii) Initially envelop marked 'Technical Proposal' will be opened publicly, in presence of the Bidders and representatives of bidder who choose to attend. iii) The Technical proposal will be evaluated by the Technical Committee as per SPPRA Rules. iv) Envelop marked 'Financial Proposal' will retain in the custody of procuring Agency. v) The Financial Proposals will be opened after technical Evaluation of the companies, who will be found technically responsive only. The financial proposals of Technical non responsive companies will be returned un-opened to the Bidders.
ITB 25.4 Alternative	<p>Specify the evaluation factors.</p> <p>The Technically qualified, financially lowest bid will be accepted.</p>

Contract Award	
ITB 29.1	<p>Percentage for quantity increase or decrease.</p> <p><i>[Optional clause to be used only where appropriate. Normally should not exceed fifteen (15) percent.]</i></p>

Section III. Special Conditions of Contract

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Section III. 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.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement].

	<p>1. Definitions (GCC Clause 1)</p> <p>GCC 1.1 (g)—The Procuring agency is: Director Training, Agriculture Extension Sindh, Hyderabad.</p> <p>GCC 1.1 (h)—The Procuring agency’s country is: Sindh, Pakistan</p> <p>GCC 1.1 (i)—The Supplier is: Manufacturer / authorized Dealer, authorized Distributor, Authorized Supplier.</p> <p>GCC 1.1 (j)—The Project Site is: Agriculture Training Institute, Sakrand.</p>
	<p>2. Country of Origin (GCC Clause 3) All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”.</p>
	<p>3. Performance Security (GCC Clause 7)</p> <p>GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: [Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.] [The following provision should be used in the case of Goods having warranty obligations.]</p> <p>GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier’s warranty obligations in accordance with Clause GCC 15.2</p>
	<p>4. Inspections and Tests (GCC Clause 8)</p> <p>GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: The inspection will be Conducted at site of Delivery/ installation, a Joint inspection will be conducted, after satisfaction, a Satisfactory Certificate for installation and Running of Machinery / Equipment and acceptance will be issued by the Procurement Committee.</p>
	<p>5. Packing (GCC Clause 9)</p> <p>GCC 9.3—The following SCC shall supplement GCC Clause 9.2 The Procuring Agency can demand for samples if and as and when required</p>
	<p>6. Delivery and Documents (GCC Clause 10)</p> <p>GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, the Supplier shall mail the following documents to the Procuring agency:</p> <ul style="list-style-type: none"> (i) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) original transport document which the buyer may require to take the goods; (iii) copies of the packing list identifying contents of each package; (iv) Manufacturer’s or Supplier’s warranty certificate.
	<p>7. Insurance (GCC Clause 11)</p> <p>GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.</p>
	<p>8. Incidental Services (GCC Clause 13)</p> <p>GCC 13.1—Incidental services to be provided are:</p>
	<p>9. Spare Parts (GCC Clause 14)</p> <p>GCC 14.1—Additional spare parts requirements are:</p> <p>GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>

	<p>10. Warranty (GCC Clause 15) GCC 15.2—In partial modification of the provisions, the warranty period shall be standard from date of acceptance of the Goods. The Supplier shall, comply with the performance 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:</p> <p>(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) Replace the item with new one within limits of bid validity period.</p>
	<p>11. 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 Goods supplied: Payment shall be made in Pak. Rupees in the following manner: 100% of the Contract Price on complete delivery of store item within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.</p>
	<p>12. Prices (GCC Clause 17) GCC 17.1—Prices shall not vary from the prices quoted by the supplier in its bid.</p>
	<p>13. Liquidated Damages (GCC Clause 23) GCC 23.1—Applicable rate: Maximum deduction: Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.</p>
	<p>14. 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 Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency’s country.</p>
	<p>15. Governing Language (GCC Clause 29) GCC 29.1—The Governing Language shall be: English</p>
	<p>16. Applicable Law (GCC Clause 30) GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: The Employment of Children (ECA) Act 1991. The Bonded Labor System (Abolition) Act of 1992 The Factories Act 1934</p>
	<p>17. Notices (GCC Clause 31) GCC 31.1—Procuring agency’s address for notice purposes: Director Training, Agriculture Extension Sindh, Doomra Village Near Naseem Delux Bungalows, Qasimabad, Hyderabad. Phone No. 022-9240037, Fax No. 022-9200053.</p> <p>—Supplier’s address for notice purposes : </p>

Signature and Stamp of Bidder

Section IV. Schedule of Requirements

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

No.	Description	Quantity	Delivery schedule (shipment) in Days/weeks/months from _____ ¹
Office Machinery & Equipments			
1.	Air conditioners	13	Within 30 Days
2.	Electric Generator	1	Within 30 Days
IT Equipments			
3.	Computers with printers	14	Within 30 Days
4.	Laptop	2	Within 30 Days
5.	Multimedia	4	Within 30 Days

¹ The Procuring agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section V. Technical Specifications

S #	Item/Description	A/U	Estimated Quantity	Make, Model, Manufacturer, country of origin.
1.	<p>Air Conditioners Split (Two tons) with 7000 watts stabilizer and installation at the site.</p> <p>Warranty : Standard Warranty</p>	Set	13	
2.	<p><u>Generator</u> Four stroke petrol engine with gas kit. Out put 10 KWatt Sound proof.</p> <p>Warranty</p> <ul style="list-style-type: none"> - Three years for equipment. - Minimum five years for availability of spare parts. - One year free service at consignment end. 	Nos.	One	
3.	<p>Computer with laser jet printer, and Accessories.</p> <p>(a) Computer</p> <ul style="list-style-type: none"> - 3.10 GHZ Intel Processor: Core i3 or equivalent - Mother Board: Intel DH61 WW original or equivalent. - Ram: 4 GB DDR 3 - Hard Disk: 500 GB (Seagate) - DVD Writer - Lan card - ATX Tower casing with dual fan with Hyper threading duct - 17" LED Colour display - Key board: Multimedia Key Board - Mouse: Laser Optical - Software: windows 7 and Micro soft office 7 Installed <p>(b) Printer: HP Laser jet printer</p> <p>Required Warranty Period : Standard</p>	Set	14	

S #	Item/Description	A/U	Estimated Quantity	Make, Model, Manufacturer, country of origin.
4.	<p>Laptop Processor: Intel core i3 series Memory: 4 GB Hard disk: 500 GB Display: 15.6" LED colour Optical Drive: DVD writer HD Graphics CAM WIFI LAN Card USB Port: 3-4 Window-9 Home Premium operating system Six Cell Lithium-Ion Battery.</p> <p>Warranty : Standard</p>	Nos.	2	
5.	<p>Multimedia Projector 3000 ANSI Lumens LCD / DLP Technology Contrast ratio 2500: 1 Remote control Screen size: 6' x 4'</p>	Nos.	4	

Signature & Stamp Of Bidder

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1. Bid Form and Price Schedules

Date: _____
IFB No: _____

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

Gentlemen and/or Ladies:

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

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

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

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "none")

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

Dated this _____ day of _____ 19_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees

Name of Bidder _____ . IFB Number _____ . Page of _____

1	2	3	4	5	6	7
Item	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

Note : Price quoted shall be inclusive with all taxes.

Signature of Bidder _____

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

³ Must be included if required under ITB 11.2

2. Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

Qualification / Check List

ITB 13.3 (d)	<i>Qualification requirements.</i>	Reply	Number / marks
	(i) Location of shop / office (Complete Address with, Phone, Fax, e-mail, Website address) of the participating Bidder / Dealer / Distributor / Supplier.		
	(ii) Tax Payer: The participating Bidder / Dealer / Distributor / Supplier must be Registered, Tax payer (I.T, Professional Tax, SRB and GST etc).		
	(iii) Delivery: Delivery: The bidder will Supply/ Deliver the item on the Specified location.		
	(iv) Experience/ Reference: Experience in Related field, not less than 03 years. The Bidder must supply at least five references for Supply of the items.		
	(v) Financial Stability: Bank Statement showing financial Stability to deliver the contract.		

Sindh Public Procurement Regulatory Authority

Government of Sindh



BIDDING DOCUMENTS

FOR

PROCUREMENTS OF GOODS

FABRICATION / INSTALLATION OF TUNNELS (GREEN HOUSE)

**UNDER THE ADP SCHEME "CONSTRUCTION OF RESOURCE CENTER AND
REPAIRING OF EXISITING FACILITIES AT AGRICULTURE TRAINING
INSTITUTE SAKRAND"**

**DIRECTORATE TRAINING
AGRICULTURE EXTENSION SINDH
DOMRA VILLAGE NEAR NASIM DELUX BUNGALOWS
HYDERABAD
TEL. # 022-9240037, FAX # 022-9200053**

Sindh Public Procurement Regulatory Authority

Government of Sindh



BIDDING DOCUMENTS

FOR

PROCUREMENTS OF GOODS

FABRICATION / INSTALLATION OF TUNNELS (GREEN HOUSE)

**UNDER THE ADP SCHEME “CONSTRUCTION OF RESOURCE CENTER AND
REPAIRING OF EXISITING FACILITIES AT AGRICULTURE TRAINING
INSTITUTE SAKRAND”**

PART ONE (FIXED)

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

Part One – Section I.
Instructions of Bidders

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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. **Source of Funds**
 - 1.1 The Procuring agency has received / applied for provincial government funds from the source(s) indicated in the bidding data in Pak Rupee towards the cost of the project /schemes **Standardization of sugar testing and variety development Laboratory for sugar crops** specified in the bidding data and it is intended that part of the proceeds of this funds will be applied to eligible payments under the contract for which these bidding documents are issued.
 - 1.2 Payment by the fund will be made only at the request of the procuring agency and upon approval by the Government of Sindh, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2. **Eligible Bidders:**
 - 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
 - 2.2 **2.2** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
 - 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any Government Organization in accordance with sub clause 34.1.
3. **Eligible Goods and Services:**
 - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
 - 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
4. **Cost of Bidding:**
 - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

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

- | | | |
|---|-----|---|
| 6. Clarification of Bidding Documents: | 6.1 | AN 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 enquiry) will be sent to all interested bidders that have received the bidding documents. |
| 7. Amendment of Bidding Documents: | 7.1 | At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment. |
| | 7.2 | All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be bidding 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: <ul style="list-style-type: none"> (a) a Bid Form, a Price Schedule completed in accordance with ITB Clauses 10,11, and 12; (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and (d) bid security furnished in accordance with ITB Clause 15. |
| 10. Bid Form | 10.1 | The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. |
| 11. Bid Prices | 11.1 | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract. |
| | 11.2 | Prices indicated on the Price Schedule shall be delivered duty paid (DDP prices. The price of other (incidental services, if any, listed in the Bid Data Sheet will be entered separately. |
| | 11.3 | The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered. |
| | 11.5 | Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non responsive 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 Eligibility and Qualification | 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. |
| | 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: <ul style="list-style-type: none"> (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder |

- did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
 - (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 15. Bid Security**
- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
 - (b) irrevocable encashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; **or**
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32; **or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.
- 16. Period of Validity of Bids**
- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A

Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

- 17. Format and Signing of Bid**
- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

- 18. Sealing and Marking of Bids**
- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

- 19. Deadline for Submission of Bids**
- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

- 21. Modification and Withdrawal of Bids**
- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids:

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

- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination**
- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Evaluation and Comparison of Bids**
- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- (a) incidental costs,
 - (b) delivery schedule offered in the bid;
 - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (d) the cost of components, mandatory spare parts, and service;
 - (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
 - (f) the projected operating and maintenance costs during the life of the equipment;
 - (g) the performance and productivity of the equipment offered; and/or
 - (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
 - (b) *Delivery schedule.*
 - (i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery. **or**
 - (ii) The goods covered under this invitation are required to be delivered (shipped) within

an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. **or**

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

(c) *Deviation in payment schedule.*

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

or

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

(d) *Cost of spare parts.*

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

or

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

or

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

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

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

(f) *Operating and maintenance costs.*

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

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

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

or

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

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

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

Technical Specifications.

Alternative

25.4 Merit Point System:

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

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

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

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

26. Contacting the Procuring agency

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

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

F. Award of Contract

27. Post-qualification

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

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

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

28. Award Criteria

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

29. Procuring agency's Right to Vary Quantities at Time of Award

29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids

30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33. Performance Security

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of

Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

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

Certificate from Bidder:

I Certify that I am agreed with all terms and conditions and abide all Rules of SPPRA.

Signature & Stamp of Bidder

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 equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
 - (h) “The Procuring agency’s country” is the country named in SCC.
 - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
 - (j) “The Project Site,” where applicable, means the place or places named in SCC.
 - (k) “Day” means calendar day.

- 2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

- 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 twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
- (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 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 provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
- 10. Delivery and Documents**
- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier re specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.
- 11. Insurance**
- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
- 12. Transportation**
- 12.1 The Supplier is required under the 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 insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13. Incidental Services**
- 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. Spare Parts**
- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.
- 17. Prices**
- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
- 18. Change Orders**
- 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the

following:

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

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

- | | | |
|---|------|---|
| 19. Contract Amendments | 19.1 | Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties |
| 20. Assignment | 20.1 | The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent. |
| 21. Subcontracts | 21.1 | The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. |
| | 21.2 | Subcontracts must comply with the provisions of GCC Clause 3. |
| 22. Delays in the Supplier's Performance | 22.1 | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements. |
| | 22.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |
| | 22.3 | Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated. damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages. |
| 23. Liquidated Damages | 23.1 | Subject to GCC Clause 25, if the Supplier fails to deliver any or 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: <ul style="list-style-type: none">(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;<li style="text-align: center;">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: <ul style="list-style-type: none"> (b) to have any portion completed and delivered at the Contract terms and prices; and/or (c) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28.	Resolution of Disputes	28.1	The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
		28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29.	Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30.	Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
31.	Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
		31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32.	Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Certificate from Bidder:

I Certify that I am agreed with all terms and conditions and abide all Rules of SPPRA.

Signature & Stamp of Bidder

Sindh Public Procurement Regulatory Authority

Government of Sindh



BIDDING DOCUMENTS

FOR

PROCUREMENTS OF GOODS

FABRICATION / INSTALLATION OF TUNNELS (GREEN HOUSE)

**UNDER THE ADP SCHEME “CONSTRUCTION OF RESOURCE CENTER AND
REPAIRING OF EXISITING FACILITIES AT AGRICULTURE TRAINING
INSTITUTE SAKRAND”**

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

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Part Two Section I. Invitation for Bids



DIRECTORATE OF TRAINING AGRICULTURE EXTENSION SINDH HYDERABAD



Phone: 022-9240037

Fax: 022-9200053

No. Dt/2013-14/51

Hyderabad, Dated: 24.02.2014

TENDER NOTICE

The Agriculture Extension Department has received an allocation from the public fund in Pak rupees towards the Project “**Construction of Training Resource Center and Repairing of Existing Facilities at Agriculture Training Institute Sakrand**”. It is intended that part of the proceeds this allocated fund will be applied to eligible payments under the contract for Fabrication of Green House (Tunnels) at Agriculture Training Institute Sakrand.

The Agriculture Extension Sindh, Hyderabad invites sealed bids from reputed eligible manufacturer / Authorized dealers / supplier for the supply / Installation / Fabrication of following items:

S.No.	Tender No.	Items	Quantity	TENDER FEE
1.		Machinery & Equipments		2000/-
	1.1	Air Conditioners	13	
	1.2	Electric Generator	01	
2.		IT Equipments		
	2.1	Computers with printers	14	
	2.2	Laptop	2	
	2.3	Multimedia for Training Hall	4	
3.		Furniture	Various	1000/-
4.		Fabrication / installation of tunnels (Green House)	3	2000/-

1. Interested eligible bidder may obtain the blank tender document form the office of Director Training, Agriculture Extension Sindh, Doomra Village, Near Naseem Delux Bungalows, Qasimabad, Hyderabad on any working day during office hour with effect from the date **03.03.2014 to 27.03.2014** up to 10.00 am.
2. A complete set of bidding documents may be purchased by interested bidder on the submission of written application to the Director Training, Agriculture Extension Sindh, Hyderabad and on payment of Tender Fee (non-refundable) as mentioned above in shape of pay order / demand draft in favour of Director Training, Agriculture Extension Sindh, Hyderabad.
3. The provision in the instructions to bidders and in General Conditions of contract is the provision of the Sindh Public procurement ordinance and its rules made there under.
4. Bids must be delivered to the office of Director Training, Agriculture Extension Sindh Doomra Village on or before **27.03.2014** up to 11.00 am.
5. Tenders / Bids are required to be furnished with bid security / earnest money of 2.5% of total value of bid in form of pay order / Call Deposit in favour of the Director Training, Agriculture Extension Sindh, Hyderabad in sealed envelop. Tender without bid security will not be entertained.
6. Bids will be open publicly by Technical Committee on **27.03.2014** at **12-00** Noon in committee room of Directorate General, Agriculture Extension Sindh, Shahbaz Building Block-F, Hyderabad in presence of interested bidders, their representatives who choose to attend.
8. The Competent Authority reserves the right to increase / decrease the Nos / quantity of stores / services subject to the provision of Sindh PPRA rules.
9. The procuring agency may reject all or any bid subject to the relevant provision of SPPRA rules.
10. The bidders must quote rates including all the taxes and other charges if there is any.
11. The late Tenders / Bids will not be accepted, returned unopened.
12. Conditional tenders will not be accepted.
13. The bidders are requested to give their best and final prices as no negotiations are expected.

DIRECTOR TRAINING
AGRICULTURE EXTENSION SINDH
HYDERABAD

Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB. [Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

INTRODUCTION	
	Procuring Agency / Department
ITB 1.1	Agriculture Extension Sindh, Hyderabad, Agriculture Department, Government of Sindh. (Name of Procuring Agency of Government of Sindh)
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount. [when applicable]
ITB 1.1	<i>Name of Project:</i> “Construction of Training Resource Center and Repairing of Existing Facilities at Agriculture Training Institute Sakrand”.
ITB 1.1	<i>Name of Contract.</i> 1. Fabrication of Net / transparent sheet (Green) House (Tunnel). Single package of their Bid in Two envelopes, One Technical Proposal Envelop, and second Financial proposal Envelop.
ITB 4.1	<i>Name of Procuring Agency:</i> Agriculture Extension Sindh, Hyderabad, Agriculture Department, Government of Sindh.
ITB 6.1	Directorate Training, Agriculture Extension Sindh, Domara Village near Naseem Delux Bungalows, Qasimabad, Hyderabad Phone No. 022-9240037, Fax No. 022-9200053. (<i>Procuring agency's address, telephone, telex, and facsimile numbers.</i>)
ITB 8.1	<i>Language of the bid.</i> English.
ITB 11.2	The price quoted shall be in Pak. Rupees.
ITB 11.5	Price should be fixed

PREPARATION AND SUBMISSION OF BIDS	
	Procuring Agency / Department
ITB 13.3 (d)	<i>Qualification requirements.</i> (i) Location of shop / office / Workshop (Complete Address with, Phone, Fax, e-mail, Website address) of the participating Bidder / Manufacturer / Dealer / Supplier. (ii) Tax Payer: The participating Bidder / Manufacturer / Dealer / Supplier) must be Registered, Tax payer (I.T, Professional Tax, SRB Tax and GST etc). (iii) Delivery, Installation and Trainings: The bidder Will Supply / Deliver the item on the Specified location, and will be responsible for Installation and Trainings. (iv) Experience in Related field not less than 02 years. (v) References: The Bidder must supply at least Three references for Supply of the items and satisfactory Services and working Certificates / Letter from the procuring Agencies under Reference. (vi) Services: The Bidder will provide Services (Service Free of Cost up to warranty period and services on payment after expiry of Warranty period). (vii) Financial Stability: Bank Statement showing financial Stability to deliver the contract.
ITB 14.3 (b)	<i>Spare parts required for [number] of years of operation.</i> Life time of Equipment / Machinery (Where applicable)
ITB 15.1	<i>Amount of bid security.</i> At a rate of 2.5% of Bid value.
ITB 16.1	Bid validity period. 02 months

ITB 25.4 Alternative	<i>Specify the evaluation factors.</i> The Technically Qualified, financially lowest bid will be accepted.
	Contract Award
ITB 29.1	Percentage for quantity increase or decrease.

Signature and Stamp of Bidder

Section III. 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.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

	<p>1. Definitions (GCC Clause 1) GCC 1.1 (g)—The Procuring agency is: Agriculture Extension Sindh, Hyderabad GCC 1.1 (h)—The Procuring agency’s country is: Sindh, Pakistan GCC 1.1 (i)—The Supplier is: Bidder / Manufacturer / Dealer / Supplier GCC 1.1 (j)—The Project Site is: Agriculture Training Institute, Sakrand.</p>
	<p>2. Country of Origin (GCC Clause 3) All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”.</p>
	<p>3. Performance Security (GCC Clause 7) GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: [Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.] [The following provision should be used in the case of Goods having warranty obligations.] GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier’s warranty obligations in accordance with Clause GCC 15.2</p>
	<p>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 inspection will be Conducted at site of Delivery/ installation, a Joint inspection will be conducted, after satisfaction, a Satisfactory Certificate for installation and Running and acceptance will be issued by the Department / end user.</p>
	<p>5. Packing (GCC Clause 9) GCC 9.3—The following SCC shall supplement GCC Clause 9.2 The Procuring Agency can demand for samples if and as and when required</p>
	<p>6. Delivery and Documents (GCC Clause 10) Sample provision (DDP terms) GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency: (i) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods; (iii) copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer’s or Supplier’s warranty certificate; (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and (vii) certificate of origin.</p>
	<p>7. Insurance (GCC Clause 11) GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.</p>
	<p>8. Incidental Services (GCC Clause 13) GCC 13.1—Incidental services to be provided are:</p>
	<p>9. Spare Parts (GCC Clause 14) GCC 14.1—Additional spare parts requirements are: GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>
	<p>10. Warranty (GCC Clause 15) Sample provision GCC 15.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the</p>

	<p>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:</p> <p>(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</p> <p>(b) Replace the defective item with new one within limits of bid validity.</p> <p>(c) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees</p> <p>(d) The rate of these liquidated damages shall be (_____).</p> <p>[</p>
	<p>11. Payment (GCC Clause 16)</p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied: Payment shall be made in Pak. Rupees in the following manner: 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.</p>
	<p>12. Prices (GCC Clause 17)</p> <p>GCC 17.1—Prices shall not vary from the prices quoted by the supplier in its bid.</p>
	<p>13. Liquidated Damages (GCC Clause 23)</p> <p>GCC 23.1—Applicable rate: Maximum deduction: [Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]</p>
	<p>14. Resolution of Disputes (GCC Clause 28)</p> <p>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 Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency’s country.</p>
	<p>15. Governing Language (GCC Clause 29)</p> <p>GCC 29.1—The Governing Language shall be: English</p>
	<p>16. Applicable Law (GCC Clause 30)</p> <p>GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: The Employment of Children (ECA) Act 1991. The Bonded Labour System (Abolition) Act of 1992 The Factories Act 1934</p>
	<p>17. Notices (GCC Clause 31)</p> <p>GCC 31.1—Procuring agency’s address for notice purposes: Director Training, Agriculture Extension Sindh, Doomra Village Near Naseem Delux Baungalows, Qasimabad, Hyderabad, Phone No. 022-9240037.</p> <p>—Supplier’s address for notice purposes :</p>

Signature and Stamp of Bidder

Section IV. Schedule of Requirements

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

No.	Description	Quantity	Delivery schedule (shipment) in Days/weeks/months from _____ ¹
1.	Fabrication / Installation of Temperature Controlled White Transparent sheet Green House / Tunnel	2 Nos.	Within 45 Days
2.	Fabrication / Installation of Net (Green) House	1 No.	Within 45 Days

The Deliver of Contract / Completion of Work, **No. DT/2014/ 51 dated: 24.02.2014,** For the **Fabrication of Net / sheet (Green) House (Tunnel)**, Must be completed in specified duration of time, the Deliver must be submitted up to 45 days after award of contract. The detail for services required is given in Technical Specification.

Signature and Stamp of Bidder

Section V. Technical Specifications

Item wise detailed specification is given as under:

Sr. No.	Description of Contract.	Estimated Quantity	Make, Manufacturer, country of origin
1(1)/3.3	Fabrication of Temperature Controlled (Green) House:		
1.	<p>Fabrication of Temperature Controlled (Green) House: Dimension: 30 x 15 x 100 feet <u>Walking space:</u> 2ft wide path round the sheet house. 2ft wide crosswise paths (2 Nos) in center of sheet house. 1ft wide lengthwise 3 paths in sheet house. 1 ft wide widthwise 6 paths in sheet house. Height 15' Pillar Distance in length 5' Pillar Pipe dia 2" GI Pipe M New Pillar Distance in Breadth 6' Roof Pipe Distance 4' Roof Pipe dia 1½" GI Pipe M New Iron Gate 4 x 7 (2 Nos) Sheet White transparent of 9 gauge thickness of high quality, high standard imported as per temperature controlled green house structure</p> <p>Warranty: 02-03 years</p>	02	

Sr. No.	Description of Contract.	Estimated Quantity	Make, Manufacturer, country of origin
1(1)/3.3	Fabrication of Net (Green) House:		
2.	<p>Fabrication of Net (Green) House: Dimension: 30 x 15 x 100 feet <u>Walking space:</u> 2ft wide path round the net house. 2ft wide crosswise paths (2 Nos) in center of net / sheet house. 1ft wide lengthwise 3 paths in net house. 1 ft wide widthwise 6 paths in net house. Height 15' Pillar Distance in length 5' Pillar Pipe dia 2" GI Pipe M New Pillar Distance in Breadth 6' Roof Pipe Distance 4' Roof Pipe dia 1½" GI Pipe M New Iron Gate 4 x 7 (2 Nos) Green net / sheet Green net of 9 gauge thickness high quality, high standard imported as per green house structure requirement</p> <p>Warranty: 02-03 years</p>	01	

Signature and Stamp of Bidder

Section VI. Sample Forms

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1. Bid Form and Price Schedules

Date: _____

IFB No: _____

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

(if none, state “none”)

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

Dated this _____ day of _____ 19_____.

signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE IN PAK RS.

Sr. No.	Description of Contract.	Qty required	Unit Price	Total Amount Rs.
1(1)/3.3	Fabrication of Temperature Controlled (Green) House:			
1.	<p>Fabrication of Temperature Controlled (Green) House: Dimension: 30 x 15 x 100 feet <u>Walking space:</u> 2ft wide path round the sheet house. 2ft wide crosswise paths (2 Nos) in center of sheet house. 1ft wide lengthwise 3 paths in sheet house. 1 ft wide widthwise 6 paths in sheet house. Height 15' Pillar Distance in length 5' Pillar Pipe dia 2" GI Pipe M New Pillar Distance in Breadth 6' Roof Pipe Distance 4' Roof Pipe dia 1½" GI Pipe M New Iron Gate 4 x 7 (2 Nos) Sheet White transparent of 9 gauge thickness of high quality, high standard imported as per temperature controlled green house structure</p> <p>Warranty: 02-03 years</p>	02		

Sr. No.	Description of Contract.	Qty required	Unit Rate	Total Amount Rs.
1(1)/3.3	Fabrication of Net (Green) House:			
2.	<p>Fabrication of Net (Green) House: Dimension: 30 x 15 x 100 feet <u>Walking space:</u> 2ft wide path round the net / sheet house. 2ft wide crosswise paths (2 Nos) in center of net / sheet house. 1ft wide lengthwise 3 paths in net house. 1 ft wide widthwise 6 paths in net house. Height 15' Pillar Distance in length 5' Pillar Pipe dia 2" GI Pipe M New Pillar Distance in Breadth 6' Roof Pipe Distance 4' Roof Pipe dia 1½" GI Pipe M New Iron Gate 4 x 7 (2 Nos) Green net / sheet Green net of 9 gauge thickness high quality, high standard imported as per green house structure requirement</p> <p>Warranty: 02-03 years</p>	01		

Signature and Stamp of Bidder

2. Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

3. 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

Signature & Seal

[name of bank or financial institution]

[address]

[date]

4. QUALIFICATION / CHECK LIST

ITB 13.3 (d)	<i>Qualification requirements.</i>	Reply	Number / marks
	i) Location of shop / office / Workshop (Complete Address with, Phone, Fax, e-mail, Website address) of the participating Bidder / Manufacturer / Dealer / Supplier.		
	ii) Tax Payer: The participating Bidder / Manufacturer / Dealer / Supplier must be Registered, Tax payer (I.T, Professional Tax, SRB Tax and GST etc).		
	iii) Delivery, Installation and Trainings: The bidder will Supply/ Deliver the item on the Specified location, and will be responsible for Installation and Trainings.		
	iv) Experience/References: Experience in Related field, not less than 02 years. Reference: The Bidder must supply at least three references for Supply of the items and satisfactory Services and working Certificates / Letter from the procuring Agencies under Reference.		
	v) Services: The Bidder will provide Services (Service Free of Cost up to warranty period and services on payment after expiry of Warranty period).		
	vi) Financial Stability: The participating bidder must provide valid Bank statement showing financial stability (at-least balance of an amount more than the price of item(S) to be supplied), to deliver the contract.		

Signature and Stamp of Bidder