Sindh Public Procurement Regulatory Authority

Bidding Documents

For

Machinery & Equipment Education E-Governance PMU

(FINANCIAL PROPOSAL)

Part Two

Sample Forms

1. BID FORM
2. PRICE SCHEDULES
3. BID SECURITY FORM
4. CONTRACT FORM
5. PERFORMANCE SECURITY FORM
6. BANK GUARANTEE FOR ADVANCE PAYMENT
7. MANUFACTURER'S AUTHORIZATION FORM
RECEIPT
Issued to M/s
Rs (Non-Refundable Non-Transferable)
Cash Pay order / Demand Draft No. Date

SECTION OFFICER (B&F)
EDUCATION & LITERACY DEPARTMENT

1. Bid Form and Price Schedules

		Date:
		IFB N:
To: [name and address of Procuring	Agency]	
Gentlemen and/or Ladies:		
which is hereby duly acknowle goods and services] in conformity v	dged, we, the undersigne with the said bidding docu as may be ascertained i	Addenda Nos. [insert numbers], the receipt of d, offer to supply and deliver [description of ments for the sum of [total bid amount in word n accordance with the Schedule of Prices
We undertake, if our Bid schedule specified in the Schedu		the goods in accordance with the delivery
		the Contract, in the form prescribed by the
	tions to Bidders, and it	er] days from the date fixed for Bid opening shall remain binding upon us and may be
Until a formal Contract is j thereof and your notification of a	· -	s Bid, together with your written acceptance inding Contract between us.
Commissions or gratuities contract execution if we are awa	• •	I by us to agents relating to this Bid, and to delow:
Name and address of agent A	mount and Currency	Purpose of Commission or gratuity
		<u> </u>
(if none, state "none")		

	day of	20	·
[signature]			[in the capacity of]

	Price Schedule in Pak. Rupe	ees
me of Bidder	IFB Number	. Page of

S#	Description	Units	Unit price Delivered duty paid (DDP)	Unit Price in words	Total
	Office Equipment				
1	Servers	6			
2	Rack with console	2			
3	Central Data Storage (online & Offline)	2			
4	Tape Backup	1			
5	PC with LCD	15			
6	Laptops	10			
7	Laser Jet Printers Low Speed	4			
8	Color Printers	1			

9	Network High Speed Laser Printer	2		
10	Flatbed and ADF scanners 90ppm	2		
11	Flatbed Scanner mid range quality	4		
12	Photocopier / Scanner / Fax	1		
13	Smart Phones / Tablets	7		
14	Multimedia Projector	2		
15	Phone sets	15		
16	UPS 10 KVA for PC and servers	2		
	Networking			
17	LAN, Power and Voice Connectivity	25		
18	Core Switch	1		

19	Firewall/Router	1		
20	Patch Panel 48 ports	1		
21	Access Switch	2		
22	Firewall/Router	1		
23	PABX system	1		
	Appliances			
24	Microwave Oven	1		
25	Fridge	1		
26	Water dispensers	3		
27	LCD Screen Large	1		
28	LCD Screens	7		

	Machinery				
	Generator (30 KVA) with installation (grounding, platform, connection to DB etc)	1			
TOTAL					

Total Price in Word:	
Signature of Bidder:	

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

2. Bid Security Form

Whereas [name of the Bidder]	(hereinafter	called "the	Bidder") h	as submitted	its bid	dated [date o	f
submission of bid] for the supply	of [name and	l/or descriptio	n of the goods	(hereinafter	called '	"the Bid	l").	

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

THE CONDITIONS of this obligation are:

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

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

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

[signature]	

3. Contract Form

THIS AGREEMENT made the of [country of Procuring agency] (hereinafte Supplier] of [city and country of Supplier] (hereinafter)	er called "the Procuring	agency") of the one part and [name of
WHEREAS the Procuring agency invite [brief description of goods and services] and goods and services in the sum of [cont Price").	I has accepted a bid by	the Supplier for the supply of those
NOW THIS AGREEMENT WITNESSI	ETH AS FOLLOWS:	
1. In this Agreement words and expressito them in the Conditions of Contract res		meanings as are respectively assigned
2. The following documents shall be Agreement, viz.: (a) the Bid Form and of Requirements; (c) the Technical Sp Special Conditions of Contract; and (f) t	the Price Schedule submecifications; (d) the Gen	itted by the Bidder; (b) the Schedule eral Conditions of Contract; (e) the
3. In consideration of the payments to b mentioned, the Supplier hereby cover services and to remedy defects therein in	nants with the Procuring	g agency to provide the goods and
4. The Procuring agency hereby covena goods and services and the remedying obecome payable under the provisions of contract.	of defects therein, the Con	ntract Price or such other sum as may
IN WITNESS whereof the parties here with their respective laws the day and ye		eement to be executed in accordance
Signed, sealed, delivered by	the	(for the Procuring agency)
Signed, sealed, delivered by	the	(for the Supplier)

4. Performance Security Form

To: [name of Procuring agency]
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated 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 of20
Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
 [date]

5. Bank Guarantee for Advance Payment

To: [name of Procuring agency] [name of Contract] Gentlemen and/or Ladies: In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words]. We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words]. We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date]. Yours truly, Signature and seal of the Guarantors [name of bank or financial institution] [address]

[date]

6. Manufacturer's Authorization Form

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

To: [name of the Procuring agency]

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

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

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

[signature for and on behalf of Manufacturer]

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

Bidding Documents

For

Procurement of Machinery & Equipment Education E-Governance PMU (TECHNICAL PROPOSAL)

EDUCATION & LITERACY DEPARTMENT

PART ONE (FIXED)

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

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NOTES ON THE GENERAL CONDITIONS OF CONTRACT
RECEIPT
Issued to M/s
Rs (Non-Refundable Non-Transferable)
Pay order / Demand Draft NoDate

SECTION OFFICER (S-I)
Education & Literacy Department

Part One - Section I.

Instructions to Bidders

Table of Clauses

Instructions to Bidders A. Introduction

1. Source of Funds

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

2.Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 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

5.1 the bidding documents include:

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

6. Clarification of **Bidding Documents** 6.1

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

7. Amendment of

- 7.1 At any time prior to the deadline for submission of bids, the Bidding Documents 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.
 - All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
 - 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

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

9.Documents **Comprising the** Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB

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

- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

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

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

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

13. Documents **Establishing** Bidder's 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
- 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.
- 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:
 - that, in the case of a Bidder offering to supply goods (a) 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;
 - that the Bidder has the financial, technical, and (b) production capability necessary to perform the contract;
 - that, in the case of a Bidder not doing business within (c) 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
 - that the Bidder meets the qualification criteria listed in (d) the Bid Data Sheet.

14. Documents 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 Establishing Goods' 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;

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

15. Bid Security

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

- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32; or
 - (ii) to furnish performance security in accordance with

ITB Clause 33.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

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

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

D. Submission of Bids

18. Sealing and Marking of Bids

- 18. 1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

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

20. Late Bids

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

21. Modification and Withdrawal of Bids

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

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring agency

- 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

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

23. Clarification of Bids

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

24. Preliminary Examination

- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

25.Evaluation and have been Comparison of Bids Clause 24.

- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
 - (a) incidental costs
 - (b) delivery schedule offered in the bid;
 - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (d) the cost of components, mandatory spare parts, and service;
 - (e) the availability Procuring agency of spare parts and after sales services for the equipment offered in the bid;
 - (f) the projected operating and maintenance costs during the life of the equipment;
 - (g) the performance and productivity of the equipment offered; and/or
 - (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.

(b) Delivery schedule.

- (i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.
- **or** (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.
- **or** (iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.
- (c) Deviation in payment schedule.
 - (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.
 - **or** (ii) The SCC stipulates the payment schedule offered by

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

(d) Cost of spare parts.

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

or

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

or

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

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

(f) Operating and maintenance costs.

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

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

or

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

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

Alternative

25.4 Merit Point System:

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

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

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

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

26. Contacting the Procuring agency

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

F. Award of Contract

27. Postqualification

- 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 33.1 Security from

- Fig. 23.1 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, 2010 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.

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. T

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 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 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

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

Damages

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

24. Termination for Default

- 24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27.Termination forConvenience

- 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 gi

ven 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 entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Sindh Public Procurement Regulatory Authority

Bidding Documents

For

Procurement of Goods

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
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Invitation for Bids



GOVERNMENT OF SINDH EDUCATION & LITERACY DEPARTMENT

TENDER NOTICE

Date: 31-03-2014

IFB NO: SO (S-I) Edu. E&A/Pro-EMIS(MACH=EQP)/2013-14

- 1. The Education & Literacy Department, Government of Sindh has received an allocation from the Public Fund in Pak rupees towards the cost of ADP scheme for the year 2013-14 for Education & Literacy Department. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Procurement of Machinery Equipments Education E-Governance PMU.
- 2. The Education & Literacy Department now invites sealed bids on Single stage two envelope procedure from eligible bidders from original manufacturers / their authorized distributers / suppliers in Sindh, registered with Income Tax & Sales Tax Department for the supply of: Procurement of Machinery Equipments Education E-Governance PMU.
- 3. Interested eligible bidders may obtain further information from the office of Section Officer (S-I), Education & Literacy Department, 2nd Floor Old KDA Building Sindh Secretariat No. 3 Kamal Atta Turk Road, Karachi.
- 4. A complete set of Blank Tender form / bidding document may be purchased by interested bidders on the submission of a written application to the above and upon payment of a nonrefundable fee of Rs.2000/- in shape of Cash / Demand Draft or Pay Order in favour of Section Officer (S-I), Education & Literacy Department, 2nd Floor Old KDA Building Sindh Secretariat No. 3 Kamal Atta Turk Road, Karachi up to 11.00 am 17-04-2014.
- 5. Sealed Bids must be delivered to the above office on or before <u>17-04-2014 at 2.00 pm</u> and must be accompanied by a bid security of Three (3) % of bid cost.
- 6. Bids will be opened by the purchase committee of the Department in the presence of bidders' / representatives of bidders on <u>17-04-2014 at 2.30 pm</u> at the committee room of Education & Literacy Department 1st Floor Tughlaq House, Sindh Secretariat No.02, Kamal Atta Turk Road, Karachi.
- 7. The rates quoted should be inclusive of GST, Income Tax, etc GST will be deducted at source as prescribed rates. Delivery of items will be made institution wise as mentioned in the bidding document.
- 8. The bidders are requested to give their best and final prices as no negotiations are expected.

- 9. Procurement Committee reserves the Right to Accept or Reject any or All Bids prior to award of contract as per SPPRA Rules, 2010.
- 10. Invitation for Bids / Tender Notice can be download from SPPRA website: www.spprasindh.gov.pk.

SECTION OFFICER (S-I)

EVALUATION CRITERIA

BID EVALUATION CRITERIA FOR MACHINERY AND EQUIPMENT

Firm must get 80% i.e. 800/1000 marks in Technical Proposal for qualifying as per above mentioned criteria

S#	Evaluation Parameter for proposal	Quantity Description	Marks
1.	Company Profile	All companies should have sales tax and income tax registration numbers.	100 marks
	a) Period since Firm is in Information Technology business. (Submit SECP registration certificate)	From 1 to 3 years. From 4 to 7 years. 8 years and above.	10 20 50
	b) Number of office locations in Sindh (Specify addresses of all office locations along with rental agreements or any other document as proofs)	1 to 2 More than 2	20 50
2.	Financial Soundness /Status		100 marks
	a) Income Tax Return of Firm (Submit copies of the returns)	Last year only Last Consecutive 3 years Last Consecutive 7 years	10 30 50
	b) Average Annual Turnover of last four (4) years (Attach copies of the Audited Accounts)	Below PKR 30 Million B/W PKR 30 Million and PKR 60 Million B/W PKR 60 Million and PKR 100 Million PKR 100 million and above	10 20 30 50
3.	Company Experience		200 marks
	Number of Machinery & Equipment procurement projects in Public Sector with minimum Three (3) more than 10	1 to 2 3 to 4	50 100

S#	Evaluation Parameter for proposal	Quantity Description	Marks
	million	5 and above	200
4.	Technical Solution		400 marks
	 a) Quality of the Machinery & Equipment. This should include complete specs of the systems being provided. 		250
	b) Project management methodology		50
	c) Implementation & deployment methodology		50
	d) Support & Maintenance Plan		50
6.	Team Qualifications		200 marks
	a) Proposed Project team. Project Manager, Hardwar Specialist, Network Specialist. Submit CVs of a the Leads along with rest o the team.	н	50
		5 to 10	20
	b) Certifications in Oracle, IBN HP, Microsoft, CISCO, PMP	1 11 to 1/	50
	etc technologies	25 and above	100
	c) Full Time Resources on	5 to 25	20
	payroll as full time permanent employee for a	t 26 to 74	30
	least one (1) year prior to submission of bid	75 and above	50

Note:

1- If any firm involved in any Court Case / FIR, which the bidder will be considered as disqualified.

Bid Data Sheet

Introduction			
ITB 1.1	Name of Procuring Agency: Education & Literacy Department Government of Sindh.		
ITB 1.1	ADP SCHEME OF 2013-14		
ITB 1.1	Name of Contract:		
	Procurement of Machinery Equipment, Education E-Governance PMU of Education & Literacy Department		
ITB 4.1	Name of Procuring agency. Education & Literacy Department Government of Sindh.		
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers:		
	Section Officer (S-I)		
	Directorate of Planning & Development, Education & Literacy Department, 1 st Floor Sindh Secretariat No. 2 Kamal Atta Turk Road, Karachi.		
ITB 8.1	Language of the bid. English		
	Bid Price and Currency		
ITB 11.2	The price quoted shall be:		
	In addition to delivered duty paid (DDP) price.		
ITB 11.5	The price shall be fixed.		
Preparation and Submission of Bids			
ITB 13.3 (d)	Qualification requirements.		
	Requirement for a minimum level of experience in a similar type of goods for which the Invitation for Bids is issued. And also meet the requirement.		
ITB 14.3 (b)	Spare parts required for [number] of years of operation. Yes		
ITB 15.1	Amount of bid security.		

	three (3) percent of the bid amount.		
ITB 16.1	Bid validity period:		
	The validity should be ninety (90) days.		
ITB 17.1	Number of copies. One Original & One Copies		
ITB 18.2 (a)	Address for bid submission:		
	Directorate of Planning & Development, Education & Literacy Department, 2nd Floor Old KDA Building Sindh Secretariat No. 3 Kamal Atta Turk Road, Karachi.		
ITB 18.2 (b)	IFB title and number: IFB NO: SO (S-I) Edu. E&A/Pro-EMIS(MACH=EQP)/2013-14		
ITB 19.1	Deadline for bid submission. 17-04-2014, 2.00 pm		
ITB 22.1	Time, date, and place for bid opening.		
	on 17-04-2014 at 2.30 pm at the committee room of Education & Literacy Department 1st Floor Tughlaq House, Sindh Secretariat No.02, Kamal Atta Turk Road, Karachi.		
Bid Evaluation			
ITB 25.3	Criteria for bid evaluation.		
	criteria listed in ITB Clause 25.3 (e.g., 25.3 (b) and (c)), and in the reference under ITB 25.4 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained		
	criteria (e.g., 25.4 (b) (i) and (c) (ii)).		
ITB 25.4 (a)	One option only.		
ITB 25.4 (b)	Delivery schedule.		
	Relevant parameters in accordance with option selected:		
	adjustment expressed as a percentage,		
Option (i)			

	or		
Option (ii)	adjustment expressed in an amount in the currency of bid evaluation,		
	or		
Option (iii)	adjustment expressed as a percentage		
	[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage		
	of liquidated damages specified in SCC should be higher.]		
ITB 25.4 (c) (ii)	Deviation in payment schedule.		
	Annual interest rate.		
ITB 25.4 (d) Cost of spare parts. N/A			
	[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of		
	years) and reference to the Appendix to the Technical Specifications, as required.]		
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country:		
	After sales service facilities according to requirement required.		
ITB 25.4 (f)	Operating and maintenance costs. N/A		
	Factors for calculation of the life cycle cost:		
	(i) number of years for life cycle [it is recommended that the life cycle		
	period should not exceed the usual period before a planned major		
	overhaul of the goods];		
	(ii) operating costs [e.g., fuel and/or other input, unit cost, and annual and		
	total operational requirements];		
	(iii)maintenance costs [e.g., spare parts—without duplication of above		

	Clause 25.4(d) requirements—and/or other inputs]; and	
	(iv)rate, as a percentage, to be used to discount all annual future	
	costs calculated under (ii) and (iii) above to present value.	
	or	
	Reference to the methodology specified in the Technical	
	Specifications or elsewhere in the bidding documents. 0.05%	
ITB 25.4 (g)	Performance and productivity of equipment: required	
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical	
	Specifications: According to criteria mentioned	
ITB 25.4	Specify the evaluation factors.	
Alternative	According to criteria mentioned	
Contract Award		
	Percentage for quantity increase or decrease. (50) percent	

Section III. Special Conditions of Contract

Part Two - Section III. Special Conditions of Contract

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1. Definitions (GCC Clause 1)
2. Country of Origin (GCC Clause 3)
3. Performance Security (GCC Clause 7)
4. Inspections and Tests (GCC Clause 8)
5. Packing (GCC Clause 9)
6. Delivery and Documents (GCC Clause 10)
7. Insurance (GCC Clause 11)
8. Incidental Services (GCC Clause 13)
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10. Warranty (GCC Clause 15)
11. Payment (GCC Clause 16)
12. Prices (GCC Clause 17)
13. Liquidated Damages (GCC Clause 23)
14. Resolution of Disputes (GCC Clause 28)
15. Governing Language (GCC Clause 29)
17. Notices (GCC Clause 31)

Part Two - Section III. Special Conditions of Contract

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: Education & Literacy Department

GCC 1.1 (h)—The Procuring agency's country is: Islamic Republic of Pakistan

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is:

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: [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.

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:

5. Packing (GCC Clause 9)

Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

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.

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.

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:

Sample provision

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.

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 Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

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

or

(b) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).

[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:

11. Payment (GCC Clause 16)

Sample provision

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 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)

Sample provision

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC.

[To be inserted **only** if price is subject to adjustment.]

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

(0.5) percent per week, 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:

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:

—Supplier's address for notice purposes:

Section IV. Schedule of Requirements

Schedule of Requirements

The Education & Literacy Department will setup a centralized PMU (Project Management Unit) for all the initiatives of this PC1. The objective of the PMU is to monitor the progress of all the projects during development stage and ensure its success through timely intervention. Once the initiatives are launched, PMU will ensure smooth day to day operations. Education & Literacy Department will hire the services of the staff that has the necessary skills and competencies to manage the implementation and ongoing support of these systems. This PMU will be supervised and maintained by the Education & Literacy Department.

Find below Machinery & Equipment requirements for the PMU

S#	Description	Units
	Office Equipment	
1	Servers	6
2	Rack with console	2
3	Central Data Storage (online & Offline)	2
4	Tape Backup	1
5	PC with LCD	15
6	Laptops	10
7	Laser Jet Printers Low Speed	4
8	Color Printers	1
9	Network High Speed Laser Printer	2
10	Flatbed and ADF scanners 90ppm	2
11	Flatbed Scanner mid range quality	4
12	Photocopier / Scanner / Fax	1
13	Smart Phones / Tablets	7
14	Multimedia Projector	2
15	Phone sets	15
16	UPS 10 KVA for PC and servers	2
	Networking	
17	LAN, Power and Voice Connectivity	25
18	Core Switch	1
19	Firewall/Router	1

20	Patch Panel 48 ports	1
21	Access Switch	2
22	Firewall/Router	1
23	PABX system	1
	Appliances	
24	Microwave Oven	1
25	Fridge	1
26	Water dispensers	3
27	LCD Screen Large	1
28	LCD Screens	7
	Machinery	
29	Generator (30 KVA) with canopy	1

Section V. Technical Specifications

Technical Specifications

SERVERS:

The project requires servers with enough potential to manage the computation requirements of intended applications. The intent is to have applications that could run on browsers, thus being easy to manage and update. Servers should also have enough RAM to support operating system, database engine, security software, main applications, and database management.

Only branded servers (IBM, DELL, HP, SUN, Oracle or similar) on Intel or Sparc platforms with following specification or similar or better.

Dual socket x3650, Xeon 1 x 8C E5-2650 95W 2.0GHz/1600MHz/20MB, 1x8GB, O/Bay HS 2.5in SAS/SATA, SR M5110e, 750W p/s, Rack

Intel Xeon 8C Processor Model E5-2650 95W 2.0GHz/1600MHz/20MB W/Fan

1 X 8GB (1x8GB, 2Rx4, 1.5V) PC3-12800 CL11 ECC DDR3 1600MHz LP RDIMM

1 X 16GB (1x16GB, 2Rx4, 1.35V) PC3L-10600 CL9 ECC DDR3 1333MHz LP RDIMM

5 X 300 GB 15K 6Gbps SAS 2.5in SFF G2HS SED

UltraSlim Enhanced SATA Multi-Burner

Predictive Failure Analysis on Processor, Hard drive, Memory, Fans, VRAMS and Power supply

System Management Software supporting multi brand servers

3 years warranty on parts

Rack with Console:

Racks are used to house various hardware equipments in a secure fashion. Multiple servers can be managed by single console through multiport KVM switch.

Maximum Height 78.39 inches (1991 mm)

Maximum Width 23.62 inches (600 mm)

Maximum Depth 42.13 inches (1070 mm)

Net Depth with Stabilizing Feet 50.30 in.(1278 mm)

Minimum Mounting Depth 7.52 inches (191 mm)

Maximum Mounting Depth 36.02 inches (915 mm)

Rack Height 42U, Color Black, Units per Pallet 1.00

Vertical Posts 16 gauge

Front Door 16 gauge

Rear Door 18 gauge

Roof 18 gauge

EIA Mounting Rails 14 gauge

Side Panels 18 gauge

Environmental Compliance RoHS

Compatible and Quality redundant PDU as per Rack and fans

17-inch rack console integrated with single-user, 8-port rack mount switch; 1U slide-in console

Only branded racks of the same brand as the servers and storage (IBM, DELL, HP, Oracle or Similar)

Branded (IBM, EMC, DELL, HP etc) Storage System (SAN):

Servers come with internal storage, which is expandable to a decent extent. But if the data size is large, especially in Terra Bytes, then there is a need to store data in some external storage, as the internal storage may not be of such large capacity. Also, if there are more than one server accessing the data, then the need to have separate, central storage makes even more sense. It may also be used to store scanned documents, emails and official communications.

System Storage Express Dual Controller Storage System

2 x 6Gb SAS 2 Port Daughter Card

11 x 900GB 10,000 rpm 6Gb SAS 2.5in HDD

Environmental Services Module (ESM)

4 x 3m SAS Cable

2 x Line cord - 2.8m, 10A/250V, C13 to BS 1363/A (UK)

1 x 5m Fiber Optic Cable LC-LC

1 x 6Gb SAS HBA

1 x 8Gb FC Dual-port HBA Compatible with the server proposed

1 x 8Gb FC 4 Port Daughter Card (2)

Tape Library:

Automated rack mountable high capacity tape storage system. Specs of the LTO tape library system are as follows

Tape Library with LTO6 HH SAS drive and Rack Mount Kit,

Ultrium Cleaning Cartridge, Ultrium 5 Data Cartridge (5-pack),

2M Mini-SAS/Mini-SAS 1x Cable

PC with LCD:

A personal computer will be required by end users to access the proposed applications in PMU or at any district office.

PROCESSOR: INTEL CORE i5

MOTHERBOARD: INTEL 2000HD GRAPHIC

MEMORY: 4GB DDR-III

HARD DRIVE: 500GB 3.5" SATA

OPTICAL DRIVE: DVD-WRITER SATA

ACCESSORIES: KEYBOARD & MOUSE

FORM FACTOR: MICRO TOWER

With 19" LCD/LED Display

Laptop

Laptop will be required by end users to access the proposed applications in the field or while travelling. They will be provided to individuals who will be required to travel and be at different places.

PROCESSOR INTEL CORE i3
MEMORY 4 GB DDR3-1333 BUS
HARD DRIVE 500GB SATA
GRAPHICS INTEL HD GRAPHICS 3000
OPTICAL DRIVE DVD-SUPER MULTI DRIVE
DISPLAY 15.6" LED DISPLAY
Microsoft Windows 7

High Speed Printer

Print Speed: 30 PPM or higher, Resolution: 1200 by 1200 dpi. Duplexer, Paper Handling: A3, Legal, A4 & letter size paper. Paper Tray(s): Two paper tray minimum. Other standard features like print cancel button etc. Drivers: Along with USB 2.0 cable. Network Ready.

Low Speed Printer

Minimum Print Speed: 15 PPM or higher, Resolution: 600 by 600 dpi or higher/1200 Image quality. Paper Handling: Legal, A4 & letter size paper. Paper Tray(s): One paper tray minimum. Duplex Automatic Two Sided Printing. Other standard features like print cancel button etc. Drivers: Along with USB 2.0 cable.

Color Printer

Printing Speed 20ppm or above

Automatic Duplex Printing feature

Resolution up to 600dpi

USB, Ethernet, Gigabit Ethernet Support

Flatbed Scanner

Flat bed scanner with ADF 8 ppm.

High speed Scanner

Designed with outstanding paper handling, high scan speeds up to 90ppm/180ipm and intelligent productivity enhancement features for mission-critical production scanning applications. Intelligent multi-feed function capable of scanning that scans paper up to 11"x17" paper on both flatbed and through ADF.

- Dual feeding capability of Flatbed as well as ADF
- 200-page automatic document feeder (ADF)
- Scan up to 90 ppm/180 ipm in color and monochrome at 200 dpi
- Ultrasonic Double Feed Detection with advanced control
- Loaded with "intelligent" functions for more efficient scanning
- Dual Ultra SCSI and USB 2.0 interfaces integrate easily into most environments
- Scan paper up to 11"x17" paper on both flatbed and ADF.

Photo Copier/Scanner/FAX

Network Devices

To enable safe and reliable communications, a number of network devices are required.

Firewall

Firewalls are used to encrypt the data exchange between two networks. They are used to block any unauthorized access, and are key to stop attackers from penetrating the network, and possibly stealing and corrupting the data.

- Up-to 1.2 Gbps firewall throughput,
- Up-to 425 Mbps 3DES/AES VPN throughput
- Up-to 5000 site to site and remote access VPN connections
- Up-to 250 VLANs support
- Up-to 650,000 concurrent connections.
- Support VPN clustering and load balancing

Support Application layer firewall services.

Access Switch

To connect all computers and servers, we need access switches. Usually, these devices provide 1 Gbps connection speeds, which is quite adequate for the setup in question.

48 Ethernet 10/100/1000 ports with PoE and 2 X2 10 Gigabit Ethernet uplinks

Patch Panel

Patch panel assists in cable management by allowing various servers, PCs etc to connect to switch via patch panel

CAT6 Patch Panel 110 Type 48 Port

Width as per Rack mentioned at Serial 1

TIA/EIA-568-B.2-10 IEEE802.3an for 10GBase-T Requirement

Core Switch

Core switches are used to manage the virtual LANs (VLANs), with the ability to define security and data routing policies.

UPS (Branded) 10 KVA

Input 220 Volts AC

Input 220 Volts AC

Output Load Capacity: 10 kVA/8 kW

Network Management: SNMP Manageable Included, Bypass Switch: Automatic & Manual,

Emergency Power OFF: Yes, Interfaces/Ports: DB-9 RS-232, Interfaces/Ports: RJ-45Modular Slots:

Smart Slot Form Factor: Rack Mountable

Multimedia Projector

Color Light output 2500 or above

Lamp Life 6000hrs

Contrast Ration above 2000

PABX System

8 line PABX system with 2 inputs and a console set. Branded (Panasonic, Sony, Sanyo or similar)

Phone sets

Reputable brand Panasonic/Siemens/Sony/Sanyo or Similar with Small screen of size minimum 32" and Large minimum 60"

LCDs

LCD/LED of reputable brand SAMSUNG/SONY/LG/Similar with Small screen of size minimum $32^{\prime\prime}$ and Large minimum $60^{\prime\prime}$