## GOVERNMENT OF SINDH



### BIDDING DOCUMENT FOR THE

# PROCUREMENT OF SPARE PARTS OF NEW HOLLAND BULLDOZERS D-95 B AND D-150 B

TENDER NO. DAE/STORES-<u>962/444/2015</u> DATED 03/03/2015

**DIRECTORATE**AGRICULTURE ENGINEERING SINDH HYDERABAD



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



#### A. Introduction

# 1. Source of Funds

- 1.1 The Procuring agency (Directorate General Agricultural Engineering and Water Management, Sindh, Hyderabad.) has received government funds from the source(s) indicated in the bidding data in Pak Rupees 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 amended 2013 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.

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# 3.Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 amended 2013 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 Document

# 5. Content of Bidding Documents

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



# 6.Clarification of 6.1 Bidding Documents

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 Bidding Documents

- At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

#### C. Preparation of Bids

# 8. Language of Bid

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

# 9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
  - (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB
    - Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITB Clause 15.



#### 10. Bid Form

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

#### 11. Bid Prices

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

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

# 13. Documents Establishing Bidder's

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

#### Eligibility and Qualification

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
  - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder not doing business within the



Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 14. Documents **Establishing** Goods' **Eligibility** and Conformity to Bidding **Documents**
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the goods;
  - a list giving full particulars, including available sources (b) 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
  - an item-by-item commentary on the Procuring agency's (c) 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.
- 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 deviations. Deviations material from, or objections reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.



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

# 25. Evaluation and Comparison of Bids

- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
  - (a) incidental costs
  - (b) delivery schedule offered in the bid;
  - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
  - (d) the cost of components, mandatory spare parts, and service;
  - (e) the availability Procuring agency of spare parts and aftersales 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;
  - (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.

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(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.

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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 31.1 Award

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

- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

# 32. Signing of Contract

- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

# 33. Performance Security

- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid



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

#### 34. Corrupt or Fraudulent Practices

- 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Governmentfinanced 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.

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



#### **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.
- 4.1 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 thirdparty 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.

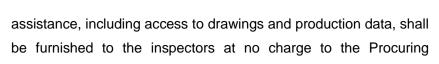
# 7. Performance Security

- 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 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

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

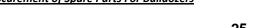
12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be 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.

#### 5. 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.
- The Procuring agency shall promptly notify the Supplier in 15.3 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.
- 17.1 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:
  - 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 Su
- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

#### 21. Subcontracts

- 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

# 22. Delays in the Supplier's Performance

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

parties by amendment of Contract.

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

# 23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

# 24. Termination for Default

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

For the purpose of this clause:

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

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

- 24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 25. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
  - 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
  - 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

# 26.Termination for Insolvency

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes

bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

# 27.Termination for Convenience

- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Gods, 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 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 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 tl	he	parties	shall	be	written	in	the	same
language.										

# 30. Applicable Law

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

#### 31. Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

# 32. Taxes and Duties

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



# **Procurement of Goods**

#### PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Preliminary Screening
- Bid form and price Scheduled

#### **Part Two Section I. Invitation for Bids**





#### DIRECTORATE AGRICULTURE ENGINEERING SINDH HYDERABAD

No: DAE/STORES-962/444/15 Hyderabad dated: 03-03-2015

#### NOTICE INVITING TENDER

#### PROCUREMENT OF SPARE PARTS ON DDP BASIS

 Director General Agriculture Engineering & Water Management Sindh Hyderabad invites sealed Bids from the Authorized Agents/ Suppliers of Spare Parts for its fleet of New Holland Crawler Tractor on DDP Basis. Under the approved development project titled "Replacement of Earth Moving Machinery Phase-II" on DDP basis

S#	ITEM	QUANTITY	TENDER FEE
1	Procurement of Spare Parts on DDP Basis	Various Quantities mentioned in the Bidding document	Rs. 2000

- It is the intention of the Department that the eligible payments under the Contract for which this
  "Invitation to Bid" is issued shall be made through Government of Sindh's own funds. Bids should be
  submitted in conformity with Clause 46(2) of Sindh Public Procurement Rules 2010(amended
  2013) i.e. single Stage two envelop procedure.
- 3. The Bidding Documents can be obtained on written request from the Office of the Director Agriculture Engineering Sindh, Hyderabad during Office hours with effect from date of Publication in Newspapers till 24-03-2015 upto 10:00 AM on payment of non-refundable fee mentioned above in form of DD/PO in the name of Director Agriculture Engineering Sindh, Hyderabad. The Bidding document can also be downloaded from the websites of SPPRA and Agriculture department and submitted along with the Tender Fee as indicated above.
- 4. All Bids must be submitted to the Office of the Director Agriculture Engineering Sindh, Block-B Shahbaz Building, Hyderabad on or before 24-03-2015 upto 11:00 AM and Bids shall be opened on the same day at 12:00 Noon in the Committee Room of Director Agricultural Engineering Sindh Hyderabad 1st Floor, Shahbaz Building, Block B, Sindh, Hyderabad, by the Procurement Committee in the presence of Bidder's or their representative who may wish to be present. In case the Director General, Agriculture Engineering & Water Management Sindh, Hyderabad, is out of Head Quarter, the Tender could be submitted and opened on next day at same time and place.
- The Bidder should submit a Bid Security of 2.5% of the total offer along with their proposal in the shape of Demand Draft / Pay Order in favour of Director Agriculture Engineering Sindh Hyderabad. Tender submitted without bid security would not be considered.
- The quantity of items to be procured can be increased / decreased as per SPPRA Rules.
- 7. The procuring agency may reject all or any bid subject to the relevant provision of SPPRA Rules.
- 8. All other Terms and conditions are mentioned in the Bidding Documents.

AGRICULTURE ENGINEERING SINDH HYDERABAD

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#### **Section II. Bid Data Sheet**

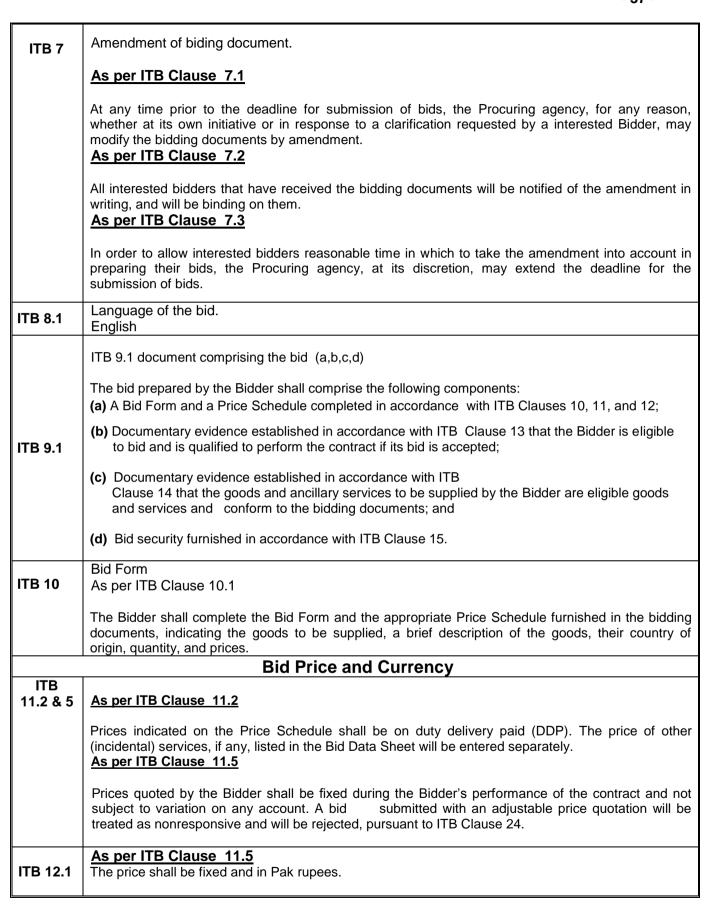


#### **Bid Data Sheet**

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

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

	Introduction					
ITB 1.1	Hyderabad.					
ITB 1.1	ADP Scheme No.21					
ITB 1.1	"Procurement of Spare Parts For the existing sheet of New Holland Bulldozers"					
ITB 1.1	Name of Contract.  "Procurement of Spare Parts For the existing sheet Bulldozers"					
ITB 4.1	Name of Procuring agency. Directorate Agricultural Engineering Sindh, Hyderabad.					
ITB 5	Content of Bidding Document  As per ITB Clause 5.1 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  As per ITB Clause 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.					



ed : 03.03.2015	37

## **Preparation and Submission of Bids**

As per clause ITB 13.1,2 & 13.3 a, b&d

#### As per ITB Clause 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.

#### As per ITB Clause 13.2

#### **ITB 13**

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.

#### As per ITB Clause 13.3

- (a) That the bidder has been duly authorized by the goods manufacturer to supply the goods in the procuring agency country.
- (**b)** that the Bidder has the financial, and technical, capability necessary to perform the contract;
- (d): that the Bidder meets the qualification criteria listed in the Bid Data Sheet

#### Bid Security.

Amount of bid security 2.5 % of total Bid Amount in the name of Director, Agriculture Engineering Sindh Hyderabad. In shape of Pay Order/ Demand Draft/ Bank Guarantee .from a reputable bank having a credit rating of A-1.

As per clause ITB 15.1, 15.2, 15.3, 15.4, 15.5, 15.6 & 15.7.

#### As per ITB Clause 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.

#### As per ITB Clause 15.2

#### **ITB 15**

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.

#### As per ITB Clause 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 with A-1 credit rating 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 from a reputed bank of A-1 credit rating.



#### As per ITB Clause 15.4

Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as no responsive, pursuant to ITB Clause 24.

#### As per ITB Clause 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.

#### As per ITB Clause 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.

#### As per ITB Clause 15.7

The bid security may be forfeited:

- (a) Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- in the case of a successful Bidder, if the Bidder fails: (b)
- to sign the contract in accordance with ITB Clause 32;

ii. to furnish performance security in accordance with ITB Clause 33.

### Period of validity of Bid.

90 days.

#### **ITB 16.1**

**ITB 17** 

Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive. The procuring agency may solicit the bidder consent to an extension of bid validity as per ITB Clause 16.2.

Format and singing of Bid.

As per clause ITB 17.1, 2, 3

#### As per ITB Clause 17.1

The Bidder shall prepare an original and one number of copies of the bid indicated in the Bid Data Sheet, clearly marking each

#### As per ITB Clause 17.2

The original and the copy 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.

appropriate. In the event of any discrepancy between them, the original shall govern.

"ORIGINAL BID" and "COPY OF BID," as

#### As per ITB Clause 17.3

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.



ITB 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.
ITB 18.2 (a)	Address for bid submission. Director Agriculture Engineering Sindh, Block "B" Shahbaz Building Hyderabad.
ITB 18.2 (b)	IFB title and number. Procurement of Spare Parts of Bulldozers.  DAE/Stores-962 / 444 / 15 dated 03/03/ 2015
ITB 19.1	Deadline for bid submission.  Dated: on or before 24/03/2015 at 11:00 AM
	Late Bids. As per clause 20.1
ITB 20	As per ITB Clause 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.
	Modification and withdrawal of bids As per clause ITB 21.1, 2,3,4 As per ITB Clause 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.
	As per ITB Clause 21.2
ITB 21	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.  As per ITB Clause 21.3
	No bid may be modified after the deadline for submission of bids.
	As per ITB Clause 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.
	Time, date, and place for bid opening.
ITB 22.1	At <u>12:00 Noon</u> on dated: <u>24/03/2015</u> in the office of Director Agriculture Engineering Sindh, Block "B" Shahbaz Building Hyderabad as specified in NIT
	Bid Evaluation
ITB 23	Clarification of Bids. As per clause ITB 23.1
	As per ITB Clause 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.



#### ITB 24 Preli

Preliminary Examination.

#### As per ITB Clause 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.

#### As per ITB Clause 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.

#### As per ITB Clause 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.

#### As per ITB Clause 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.

#### As per ITB Clause 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.

Criteria for bid evaluation.

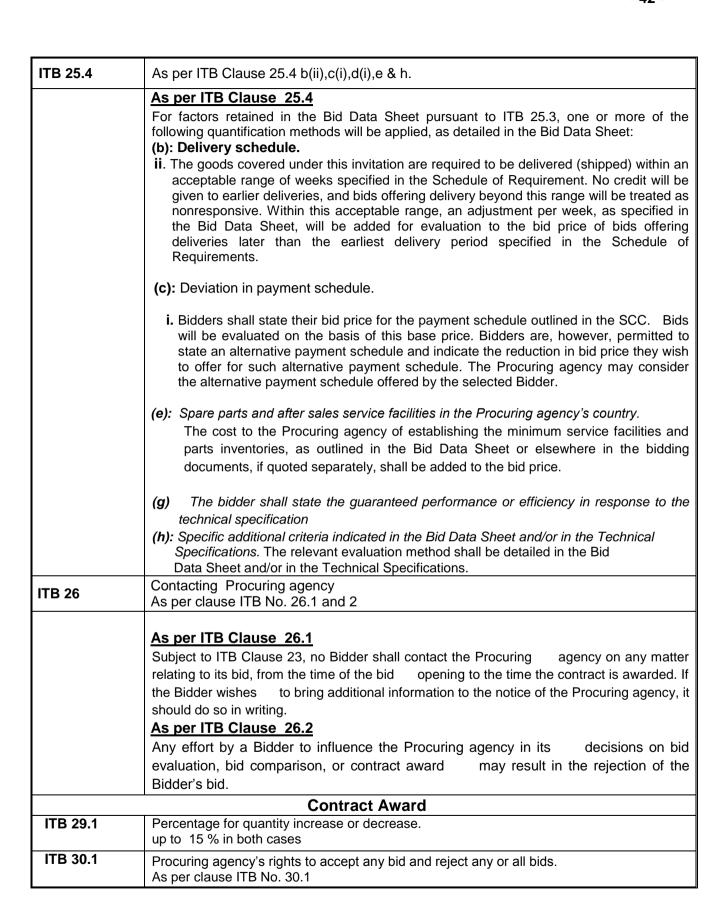
as per class ITB 25.3 b,c,d,g & h.

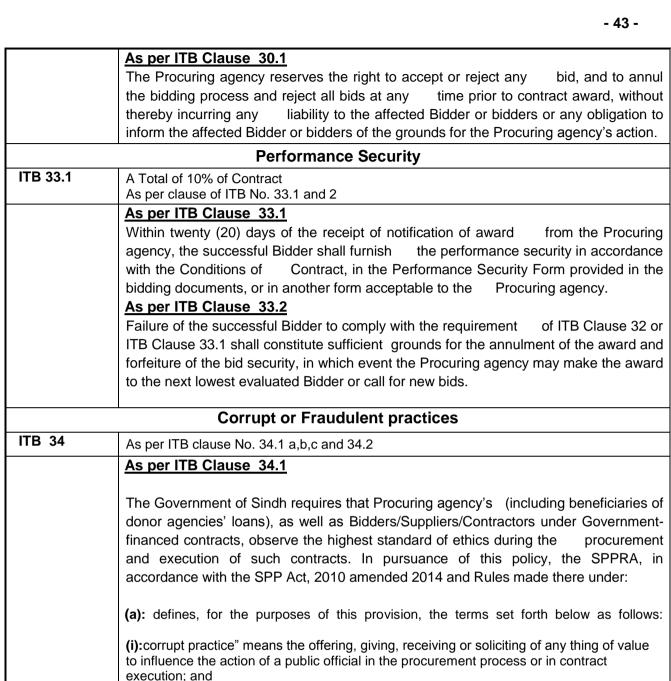
#### As per ITB Clause 25.3

#### ITB 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:

- (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 of spare parts and after sales services.
- (g): the performance and productivity of the equipment offered; and/or
- (h): other specific criteria indicated in the Technical Specifications.





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

(b): will reject a proposal for award if it determines that the Bidder recommended for award

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

Procuring agency of the benefits of free and open competition:

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.

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## 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.

#### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is:

Director Agriculture Engineering Sindh Hyderabad

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

Pakistan

GCC 1.1 (i)—The Supplier is:

The authorized Importers/ Supplier for the supplying the Goods and services under this contract.

GCC 1.1 (j)—The Project Site is:

Agriculture Engineering Workshop Tandojam.

#### 2. Submission of Bids.

Single Stage two envelop procedure would be adopted. The Authorized Agent /Dealers/ Distributor of Manufacturer are required to submit Sealed Single Envelop Containing Sealed Technical and Financial Envelops Separately. The Envelop containing technical proposal should be marked as "Technical Financial Proposal" Both Envelop should be sealed and enclosed in a larger outer envelop marked with the name of tender, name of supplier, and postal Address. The Technical Proposal would be opened first and after technical evaluation Financial Proposal of successful the Importers/Supplier the Financial proposal of unsuccessful the Importers/Supplier would be returned un opened.

#### 3. Country of origin:

Indicate country of origin of Spare Parts Of Bulldozers.

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

A Total of 10% of Contract

#### As Per GCC Clause 7.1

furnish to the Procuring agency the performance security in the amount specified in SCC.

#### As Per GCC Clause 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.

#### As Per GCC Clause 7.3

(a): A bank guarantee or an irrevocable letter of credit issued by a reputable bank of A-1 Credit rating located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency;

#### As Per GCC Clause 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.

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

#### As Per GCC Clause 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.

#### As Per GCC Clause 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.

#### As Per GCC Clause 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.

#### As Per GCC Clause 8.5

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



- Should any inspected or tested Goods fail to conform to any of the approved benchmark configuration technical specifications as per bid document or any technical specification as given in the technical literature provide with the bid, the Department may reject these and the Importers/ Supplier shall either replace the rejected Goods or make all alterations free of cost necessary to meet requirements of the approved benchmark configuration / technical specification.
- The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods arrival in location shall in no way be limited or waived by reason of the Goods having previously been inspected, tested by the Purchaser or their representative

#### 5. Packing (GCC Clause 9)

#### As Per GCC Clause 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.

#### As Per GCC Clause 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.

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

#### As Per GCC Clause 10.1

 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

#### 7. Insurance (GCC Clause 11)

#### As Per GCC Clause 11.1

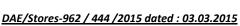
- The Goods supplied under the Contract shall be F.O.R under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

# 8. Transportation(GCC Clause 12) As per GCC clause 12.1

- The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Sindh province, transport to such place of destination province, 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 if any.

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#### 9. **Incidental Services (GCC Clause 13)**

#### As Per GCC Clause 13.1

The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

#### 10. **Spare Parts (GCC Clause 14)**

#### As Per GCC Clause 14.1

- (a): such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this selection 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; with alternative resources and
  - (ii): following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 11. Warranty (GCC Clause 15)

The warranty shall be 12 months from date of final inspection.

#### As Per GCC Clause 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 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.

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## As Per GCC Clause 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 installed and fully commissioned to and accepted at the final destination indicated in the supply order, unless specified otherwise in SCC.

#### As Per GCC Clause 15.3

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

#### As Per GCC Clause 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.

#### As Per GCC Clause 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.

#### 12. Payment (GCC Clause 16)

In addition to the provision of GCC Clause 6.1, 2,3&4 following Terms & method of payment would be adopted.

- The terms of payment shall be as follow:
- Payment to be made on proof of inspection and consignee's receipt certificate within the stipulated period of Delivery.
- The Supplier shall paper each bill in triplicate. The original & duplicate copies of the bill shall be submitted to the Engineer after affixing proper revenue stamps for payment. The Supplier shall keep the triplicate copy for his record.
- The payment shall be made after deduction of all applicable taxes (if applicable), Late Delivery Charges (if any) and any other amount payable by the Supplier. Partial payment against partial supplies shall be allowed.
- The Suppliers is required to issue "Acknowledgement" immediately on receipt of payment cheque from the Purchaser.
- Payment to the Supplier: All payments to the Supplier by the Purchase shall be made in currency stated in the Schedule of Price through Accountant General Sindh after deduction of admissible taxes (income tax etc).

#### 13. Prices (GCC Clause 17)

#### As per GCC Clause 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.

# 14. Changes Orders (GCC Clause 18) As per GCC Clause 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:

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.

#### As per GCC Clause 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.

#### 15. Delays in the supplier performance (GCC 22):

Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed in the schedule of requirement

#### 16. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

0.5 percent per week. With Maximum deduction of 10 % of the contract price.

#### As per GCC Clause 23.1

Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

#### 17. Termination for Default (GCC Clause 24)

#### As per GCC Clause 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.



#### As per GCC Clause 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.

# 18. Force Majeure (GCC Clause 25) As per GCC Clause 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.

#### 19. As per GCC Clause 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.

#### 20. 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.

#### 21. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English

#### 22. 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.
The Income Tax & Sale Tax Law.

**Evaluation of Bids:** Bids shall be evaluated as per criteria given in the bid date sheet First Technical evaluation would be made only the Financial Proposal of technically responsive bid would be evaluated, the financial Proposal of technically non – responsive bids would be returned unopened.

#### 23. Notices (GCC Clause 31)

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

Director Agriculture Engineering Sindh Block "B" Shahbaz Building Hyderabad.

#### 24. Taxes & Duties (GCC Clause 32)

As per clause 32.1

- Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency, where as procuring agency would not be held responsible for any change in taxes/duties structure.

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Section IV.

# **Schedule of Requirements**



# SCHEDULE OF REQURIEMENTS SPARE PARTS OF NEW HOLLAND MODEL D95B BULLDOZER

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

S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
1	A173557	Fan Pusher	20		
2	87564117	V-Belt	12		
3	A170241	Radiator Cap	3		
4	87731429	Oil Cooler	1		
5	392121A1 87683000	Element Filter Secondary Inner	96		
6	392120A1 87682990	Element Filter Primary Outer	96		
7	79081900	Sensor Air	2		
8	4895040	Bushing	2		
9	4899115	O-Ring	2		
10	4899072	O-Ring	2	90 Days	
11	4895393	O-Ring	2		
12	4895577	Plug	2		
13	4897861	Gasket	5		
14	2830546	Sealing Washer	24		
15	4890832 84575644	Oil Seal	5		
16	4898372	O-Ring	5		
17	2830304	O-Ring	5		
18	2992447	Filter Kit Breather	5		
19	4895051	STD Engine Exhaust Valve	96		



S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
20	4895052	STD Engine Inlet Valve Intake	96		
21	2831473	Valve Spring	24		
22	4899081	Rocker Arm Cotter	96		
23	2830705	Cylinder Head Gasket	15		
24	2852773 504262827	Cap Oil Fill Assembly	5		
25	4895031	Push Rod	24		
26	2853788	Gasket Rockers level Housing	10		
27	2852427	Wires Harness	12		
28	2830444 2853800	Gasket	24		
29	2992147 2995787	Crankshaft Bearing Main(STD)	12		
30	2992148 2995788	Set of Main Bearings 0.254	12		
31	2995784	Thrust Washer 0.25 MM	4	90 Days	
32	2995785	Thrust Washer 0.25 MM	4		
33	2831298	Connecting Rod Assy	6		
34	4892708	Bushing	24		
35	2831297	Flange Bolt	24		
36	8093882	Set of Connecting Rod Brgs (Std) Bearing Crankshaft	12		
37	2855519 87317256	Piston & Ring kit	18		
38	4892712	Piston Pin	18		
39	2854030 4892713	Snap Ring	48		
40	8094845	Piston Ring	36		
41	2852221	Ring Gear	2		



S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
42	4895132	Gasket	10		
43	2854575 2855552	Turbo Charger	2		
44	2855540	Tube	1		
45	2856972	Dipstick	2		
46	4895610	O-Ring	2		
47	4897481	Engine Oil Pump	4		
48	84228488	Engine Oil Filter	200		
49	5135738	O-Ring	5		
50	4896409	Gasket	2		
51	4891252 2852114	Water Pump	4		
52	2852047	Seal Ring	2	90 Days	
53	2854072	Seal Rectangular	2		
54	4895393	O-Ring	5		
55	4895625 4895623	O-Ring	2		
56	2856172	Belt Tensioner	1		
57	84278141	FUEL STAINER	72		
	87803445	Fuel Strainer	72	1	
58	4898921 84385110	Fuel Injection Pump	3		
59	4890088 42549209	O-RING	5		
61	(4891385) 42556616	Gasket	10		
62	2854608	Fuel System injector	6		
63	2854606	Fitting Assy	6		



S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
64	4899689	Sealing Washer	24		
65	4890926	O-Ring	24		
66	87803200 84412164	Fuel Filter	100		
67	4897224	Sensor Temp	2		
68	4898876	O-Ring	5		
69	4894721	Sealing Washer	30		
70	4890190	Sensor Speed	3		
71	2852820	O-Ring	5		
72	2852817 14453881	O-Ring	5		
73	4890193 2859674	Sensor Temperature	2		
74	485477	O-Ring	5	90 Days	
75	4890189	Sensor Speed	1		
76	2852821 504372225	Sensor ECM Booster Air Temperature	3		
77	2854542	Sensor Fuel Supply Presure	2		
78	4894095	O-Ring	5		
79	2854598	Wire Harness Engine Control Fuel Injection	1		
80	87438994	Clutch Assy	2		
81	87422777	Alternator	1		
82	87438965	holder Rectifier	3		
83	87438967	Holder and Brush	3		
84	87438969	Voltage Regulator	3		



S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
85	87270767	Throttle Electric	2		
86	238-6011	O-Ring	10		
87	237-6008 128825	O-Ring	20		
88	87410087	Swtich Rocker Momentary Up / Down	2		
89	87410091	Swtich Rocker Momentary Display	2		
90	87313557	Control Unit Micro Controller RC6-9	1		
91	87327348	Fuse	10		
92	87327350	Fuse	10		
93	87596056	Switch	1		
94	87638227	Relay	5		
95	87696396	Relay	5	90 Days	
96	87315248	Relay Right Hand Side With Fuses Only	1		
97	87584890	Light Assy 12 V 55 W Front and Rear Flood and Work Lamp	2		
98	87410602	fuse 300 Amp	5		
99	87581584	Track Roller Set	6		
100	87314691	Roller Assy Roller Track Set	6		
101	D34666	Washer	20		
102	29-1012	Nut	20		
103	D35287	Valve Check	5		
104	219-1	Lube Nipple	5		
105	D95149	Packing Ring	5		

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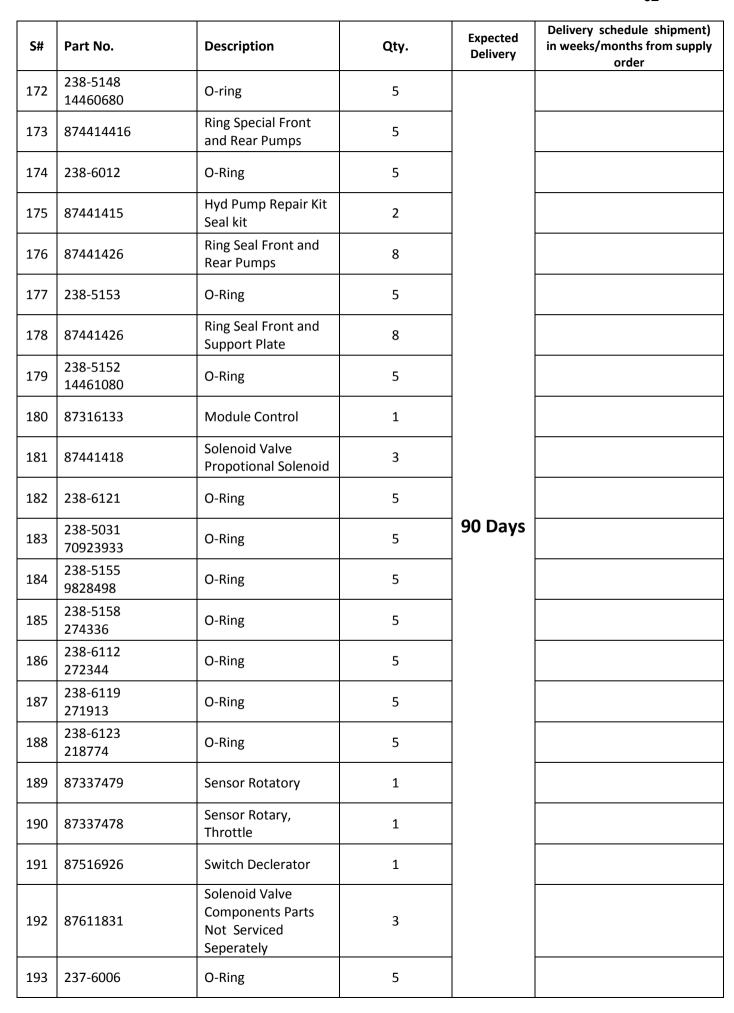
S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
106	D30374	Ring Wear	2		
107	101-11212	Sanp Ring	5		
108	R25706	Seal	5		
109	R25663	Bearing	5		
110	R30202	Ring Backup	5		
111	103390A1	Shaft	5		
112	S116825	Kit Seal	10		
113	238-5227 510121	O-Ring	10		
114	S113075	Seal	10		
115	235782	O-Ring	10		
116	R33561	Shaft	3	90 Days	
117	R33556	Bushing	10	,	
118	3142394R91	Bearing Roller	4		
119	800-5140	Snap Ring	2		
120	87314692	Shaft Housing Shaft Assy	1		
121	R33607	Seal Face	8		
122	295178A2	Link Right hand	2		
123	295177A2	Link Left Hand	2		
124	R56515	Bushing	2		
125	R51131	Pin	2		
126	R51132	Spacer	2		
127	R50830	Seal	10		



S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
128	R50441	Plug	10		
129	295325A1	Bolt Master	20		
130	295318A1	Bolt	20		
131	R25688	Nut	20		
132	328712A2	Flexible Drive Shaft	2		
133	87400942 84355344	U-joint Spider Driver Shaft	4		
134	627-16045	Bolt	8		
135	896-11016 86625266	Washer	10		
136	633673 73048835	Seal Oil Seal	5		
137	237-6012	O-Ring	1		
138	401629A2	Hydrostatic Motor	1	90 Days	
139	238-6219	O-Ring	8	,	
140	237-6016	O-Ring	1		
141	238-6021	O-Ring	1		
142	237-6012	O-Ring	1		
143	237-6006	O-Ring	1		
144	1997880C1	Belleville Spring	2		
145	385248A2	Brake Plate Piston Brake	1		
146	385236A2	Seal Ring	1		
147	385237A2	Seal Ring	2		
148	238-5014 130282	O-Ring	1		
149	385244A2	Brake Plate Seperator	4		



S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
150	A188946	Drive Plate Clutch Friction Plate	3		
151	238-5279 70927376	O-Ring	2		
152	385258A1	Roller Bearing	198		
153	365271A1	Bearing Cup	2		
154	385270A1	Bearing Cone	2		
155	385211A1	Bearing Cup	2		
156	385210A1	Bearing Cone	2		
157	385223A1	Seal Assy Oil	2		
158	238-5156 14461480	O-Ring	2		
159	637-62081	O-Ring	5		
160	402652A1 84226258	Hydraulic Oil Filter	32	90 Days	
161	254353A1	Hydraulic Oil Filter	32	•	
162	87416895	Swtich Push Button Up	3		
163	87416896	Swtich Push Button Down	3		
164	87389568	Control Unit	1		
165	87441446	Shaft Seal	2		
166	8744143	O-Ring Solenoid Base Mounting	5		
167	87441436	Solenoid Valve Proportional	2		
168	87441440	Seal	5		
169	87441439	Seal	5		
170	87441437	Seal	5		
171	87441419	Seal Shaft, Front and Rear Pumps	2		





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S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
194	238-0612	O-Ring	5		
195	436730A1	Hose Assy	1		
196	436727A1	Hose Assy	1		
197	87368476	Pressure Swtich	1		
198	79113969	Sensor Proximity Sensor	1		
199	426784A1	Filter Strainer	2		
200	84153256	Oil Seal	5		
201	A166057 84300765	Temperature Sender Transmission Oil	2		
202	86984713	Shut off valve	1	90 Days	
203	(361942A1) 87042214	Seal Package	1		
204	237-6012	O-Ring	5		
205	238-6021	O-Ring	5		
206	237-6016	O-Ring	5		
207	238-6021	O-Ring	5		
208	237-6016	O-Ring	5		
209	237-6010	O-Ring	1		
210	(412164A1) 404056A1	Sprocket Drawing 25 T Standard Case	12		
211	87353982	Track Roller	6		



## **SCHEDULE OF REQURIEMENTS** SPARE PARTS OF NEW HOLLAND MODEL D150B BULLDOZER

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

S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
1	87452843	Fan Belt	6		
2	87714752	Fan	2		
3	87398813	Hose	3		
4	A170241	Radiator Cap	8		
5	87571277	Hose	8		
6	87660641	Oil Cooler	1		
7	L127093	Coolant Expansion (Tank)	3		
8	A184079	CAP	5		
9	87543756	Hose	5		
10	87682990/392120A1	Air Filter P	48		
11	87683000/392121A1	Air Filter S	48		
12	L115504	Cap Oil Filter	5	90 Days	
13	14458681	O-Ring	6		
14	4897481	Engine Oil Pump	2		
15	84228510/87803260	Engine Oil Filter	125		
16	2830559	Gasket	12		
17	4896409	Gasket	12		
18	4896410	Relief Pressure Valve	10		
19	4896404	Plunger	10		
20	4895045	Spring	10		
21	4899035	O-Ring	10		
22	4898301	Gasket	12		



S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment)in weeks/months from supply order
23	4897861	Oil Sum Gasket	12		
24	2852047/4899052	Gasket Water Pump	12		
25	2853443	Water Pump	6		
26	84322388/2852471	Thermostat	12		
27	2852473	Gasket	12		
28	4895040	Bushing	12		
29	4896865	Lube Oul Jet Nozzle	12		
30	4890833	Oil Seal	12		
31	4890832	Oil Seal	12		
32	4896897	Gasket	12		
33	2853784	Gasket Tappet Cover	32	90 Days	
34	4899239	Silent Block	5	Í	
35	2853788	Gasket Tappet Cover	12		
36	4895031	Push Road	36		
37	2856458	Rocker Arm Assy	6		
38	4899081	Cotter Rocker Arm	50		
39	4895073	Spring Valve	72		
40	4895074	Cup	24		
41	2831287	Seat Spring	24		
42	4897578	Valve Seat	24		
43	4897106	Valve Seat	24		
44	4895051	Valve EX Engine	24		

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S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment)in weeks/months from supply order
45	4895052	Valve IN Engine	24		
46	2830706	Head Gasket	16		
47	4899921	Gasket Intake	12		
48	2854701	Gasket	16		
49	2830444	Gasket EX	12		
50	2852221	Gear Ring	1		
51	4892708	Bushing	18		
52	2831298	Con Rod	6		
53	2855519/87317256	Piston & Ring Kit	12		
54	2854072	O-Ring	12		
55	4895132	Gasket	12		
56	2854575	Turbocharger	1	90 Days	
57	5135738	O-Ring	32		
58	4891288	Gasket	12		
60	84278141/87400496	Filter Fuel P	100		
61	87803444	Fuel Filter WS	100		
62	84385110/4898921	Pump Fuel	2		
63	4890088	O-Ring	10		
64	2854608	Injector Assy	6		
65	2854606	Fitting	6		
66	2854542	Sensor	6		
67	2854543	Pressure Valve	6		
69	4897224	Sensor	6		

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S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment)in weeks/months from supply order
70	2854594	Electronic Control	3		
71	2852821	Sensor	10		
73	4890189	Sender Unit	5		
74	4890190	Sender Unit	5		
75	84167233/87803197	Filter Fuel S	100		
76	4898876	O-Ring FFS	100		
77	1964726C1	Bearing	5		
78	87410087	Switch	5		
79	427182A1	Key Switch	3		
80	87536793	Switch	5		
81	87536792	Switch	5	90 Days	
82	1546485C1	Realy	10		
83	8501311	Fues	12		
84	D35287	Valve Ball Check	12		
85	219-1/80710	Nipple	12		
88	A188946	Plate Drive	36		
89	254353A1	Filter Hydraulic	48		
90	87346332	Filter Strainer	48		
91	426784A1	Filter Strainer	16		
92	A166057	Temperature Sender	12		
93	87604362	Pump Hydraulic	1		
94	85802820	Check Valve	2		

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S#	Part No.	Description	Qty.	Expected Delivery	Delivery schedule shipment)in weeks/months from supply order
95	76066272	Seal Kit	16		
96	79071464	Kit Seal	16		
97	79099850	Set of Part	10		
98	76053661	Kit Seal	5		
99	76066282	Seal Kit	16	90 Days	
100	76073156	Seal Kit	16		
101	76073157	Seal Kit	16		
102	84226263	Filter Hydraulic	16		
103	13407211	Lube Nipple	15		
104	87436836	Relay	15		

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## Section V. **Technical Specifications**



## SPARE PARTS OF D95B BULLDOZER

S#	Part No.	Description	Offered Specification
1	A173557	Fan Pusher	
2	87564117	V-Belt	
3	A170241	Radiator Cap	
4	87731429	Oil Cooler	
5	392121A1 87683000	Element Filter Secondary Inner	
6	392120A1 87682990	Element Filter Primary Outer	
7	79081900	Sensor Air	
8	4895040	Bushing	
9	4899115	O-Ring	
10	4899072	O-Ring	
11	4895393	O-Ring	
12	4895577	Plug	
13	4897861	Gasket	
14	2830546	Sealing Washer	
15	4890832 84575644	Oil Seal	
16	4898372	O-Ring	
17	2830304	O-Ring	
18	2992447	Filter Kit Breather	
19	4895051	STD Engine Exhaust Valve	
20	4895052	STD Engine Inlet Valve Intake	
21	2831473	Valve Spring	
22	4899081	Rocker Arm Cotter	
23	2830705	Cylinder Head Gasket	
24	2852773 504262827	Cap Oil Fill Assembly	
25	4895031	Push Rod	
26	2853788	Gasket Rockers level Housing	
27	2852427	Wires Harness	
28	2830444 2853800	Gasket	

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S#	Part No.	Description	Offered Specification
29	2992147 2995787	Crankshaft Bearing Main(STD)	
30	2992148 2995788	Set of Main Bearings 0.254	
31	2995784	Thrust Washer 0.25 MM	
32	2995785	Thrust Washer 0.25 MM	
33	2831298	Connecting Rod Assy	
34	4892708	Bushing	
35	2831297	Flange Bolt	
36	8093882	Set of Connecting Rod Brgs (Std) Bearing Crankshaft	
37	2855519 87317256	Piston & Ring kit	
38	4892712	Piston Pin	
39	2854030 4892713	Snap Ring	
40	8094845	Piston Ring	
41	2852221	Ring Gear	
42	4895132	Gasket	
43	2854575 2855552	Turbo Charger	
44	2855540	Tube	
45	2856972	Dipstick	
46	4895610	O-Ring	
47	4897481	Engine Oil Pump	
48	84228488	Engine Oil Filter	
49	5135738	O-Ring	
50	4896409	Gasket	
51	4891252 2852114	Water Pump	
52	2852047	Seal Ring	
53	2854072	Seal Rectangular	
54	4895393	O-Ring	
55	4895625 4895623	O-Ring	
56	2856172	Belt Tensioner	
	84278141	FUEL STAINER	
57	87803445	Fuel Strainer	
58	4898921 84385110	Fuel Injection Pump	

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S#	Part No.	Description	Offered Specification
59	4890088 42549209	O-RING	
61	(4891385) 42556616	Gasket	
62	2854608	Fuel System injector	
63	2854606	Fitting Assy	
64	4899689	Sealing Washer	
65	4890926	O-Ring	
66	87803200 84412164	Fuel Filter	
67	4897224	Sensor Temp	
68	4898876	O-Ring	
69	4894721	Sealing Washer	
70	4890190	Sensor Speed	
71	2852820	O-Ring	
72	2852817 14453881	O-Ring	
73	4890193 2859674	Sensor Temperature	
74	485477	O-Ring	
75	4890189	Sensor Speed	
76	2852821 504372225	Sensor ECM Booster Air Temperature	
77	2854542	Sensor Fuel Supply Presure	
78	4894095	O-Ring	
79	2854598	Wire Harness Engine Control Fuel Injection	
80	87438994	Clutch Assy	
81	87422777	Alternator	
82	87438965	holder Rectifier	
83	87438967	Holder and Brush	
84	87438969	Voltage Regulator	
85	87270767	Throttle Electric	
86	238-6011	O-Ring	
87	237-6008 128825	O-Ring	
88	87410087	Swtich Rocker Momentary Up / Down	
89	87410091	Swtich Rocker Momentary Display	
90	87313557	Control Unit Micro Controller RC6-9	
91	87327348	Fuse	

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S#	Part No.	Description	Offered Specification
92	87327350	Fuse	
93	87596056	Switch	
94	87638227	Relay	
95	87696396	Relay	
96	87315248	Relay Right Hand Side With Fuses Only	
97	87584890	Light Assy 12 V 55 W Front and Rear Flood and Work Lamp	
98	87410602	fuse 300 Amp	
99	87581584	Track Roller Set	
100	87314691	Roller Assy Roller Track Set	
101	D34666	Washer	
102	29-1012	Nut	
103	D35287	Valve Check	
104	219-1	Lube Nipple	
105	D95149	Packing Ring	
106	D30374	Ring Wear	
107	101-11212	Sanp Ring	
108	R25706	Seal	
109	R25663	Bearing	
110	R30202	Ring Backup	
111	103390A1	Shaft	
112	S116825	Kit Seal	
113	238-5227 510121	O-Ring	
114	S113075	Seal	
115	235782	O-Ring	
116	R33561	Shaft	
117	R33556	Bushing	
118	3142394R91	Bearing Roller	
119	800-5140	Snap Ring	
120	87314692	Shaft Housing Shaft Assy	
121	R33607	Seal Face	
122	295178A2	Link Right hand	
123	295177A2	Link Left Hand	
124	R56515	Bushing	
125	R51131	Pin	
126	R51132	Spacer	
127	R50830	Seal	
128	R50441	Plug	



S#	Part No.	Description	Offered Specification
129	295325A1	Bolt Master	
130	295318A1	Bolt	
131	R25688	Nut	
132	328712A2	Flexible Drive Shaft	
133	87400942 84355344	U-joint Spider Driver Shaft	
134	627-16045	Bolt	
135	896-11016 86625266	Washer	
136	633673 73048835	Seal Oil Seal	
137	237-6012	O-Ring	
138	401629A2	Hydrostatic Motor	
139	238-6219	O-Ring	
140	237-6016	O-Ring	
141	238-6021	O-Ring	
142	237-6012	O-Ring	
143	237-6006	O-Ring	
144	1997880C1	Belleville Spring	
145	385248A2	Brake Plate Piston Brake	
146	385236A2	Seal Ring	
147	385237A2	Seal Ring	
1.10	238-5014	O Diag	
148	130282	O-Ring	
149	385244A2	Brake Plate Seperator	
150	A188946	Drive Plate Clutch Friction Plate	
151	238-5279 70927376	O-Ring	
152	385258A1	Roller Bearing	
153	365271A1	Bearing Cup	
154	385270A1	Bearing Cone	
155	385211A1	Bearing Cup	
156	385210A1	Bearing Cone	
157	385223A1	Seal Assy Oil	
158	238-5156 14461480	O-Ring	
159	637-62081	O-Ring	
160	402652A1 84226258	Hydraulic Oil Filter	

S#	Part No.	Description	Offered Specification
161	254353A1	Hydraulic Oil Filter	
162	87416895	Swtich Push Button Up	
163	87416896	Swtich Push Button Down	
164	87389568	Control Unit	
165	87441446	Shaft Seal	
166	8744143	O-Ring Solenoid Base Mounting	
167	87441436	Solenoid Valve Proportional	
168	87441440	Seal	
169	87441439	Seal	
170	87441437	Seal	
171	87441419	Seal Shaft, Front and Rear Pumps	
172	238-5148 14460680	O-ring	
173	874414416	Ring Special Front and Rear Pumps	
174	238-6012	O-Ring	
175	87441415	Hyd Pump Repair Kit Seal kit	
176	87441426	Ring Seal Front and Rear Pumps	
177	238-5153	O-Ring	
178	87441426	Ring Seal Front and Support Plate	
179	238-5152 14461080	O-Ring	
180	87316133	Module Control	
181	87441418	Solenoid Valve Propotional Solenoid	
182	238-6121	O-Ring	
183	238-5031 70923933	O-Ring	
184	238-5155 9828498	O-Ring	
185	238-5158 274336	O-Ring	
186	238-6112 272344	O-Ring	
187	238-6119 271913	O-Ring	
188	238-6123 218774	O-Ring	

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S#	Part No.	Description	Offered Specification
189	87337479	Sensor Rotatory	
190	87337478	Sensor Rotary, Throttle	
191	87516926	Switch Declerator	
192	87611831	Solenoid Valve Components Parts Not Serviced Seperately	
193	237-6006	O-Ring	
194	238-0612	O-Ring	
195	436730A1	Hose Assy	
196	436727A1	Hose Assy	
197	87368476	Pressure Swtich	
198	79113969	Sensor Proximity Sensor	
199	426784A1	Filter Strainer	
200	84153256	Oil Seal	
201	A166057 84300765	Temperature Sender Transmission Oil	
202	86984713	Shut off valve	
203	(361942A1) 87042214	Seal Package	
204	237-6012	O-Ring	
205	238-6021	O-Ring	
206	237-6016	O-Ring	
207	238-6021	O-Ring	
208	237-6016	O-Ring	
209	237-6010	O-Ring	
210	(412164A1) 404056A1	Sprocket Drawing 25 T Standard Case	
211	87353982	Track Roller	

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#### 3. SCHEDULE OF TECHNICAL DATA

# TECHNICAL SPECIFICATIONS FOR

#### SPARE PARTS OF D150B BULLDOZER

Sr. No.	Part No.	Description	Offered Specification
1	87452843	Fan Belt	
2	87714752	Fan	
3	87398813	Hose	
4	A170241	Radiator Cap	
5	87571277	Hose	
6	87660641	Oil Cooler	
7	L127093	Coolant Expansion (Tank)	
8	A184079	САР	
9	87543756	Hose	
10	87682990/392120A1	Air Filter P	
11	87683000/392121A1	Air Filter S	
12	L115504	Cap Oil Filter	
13	14458681	O-Ring	
14	4897481	Engine Oil Pump	
15	84228510/87803260	Engine Oil Filter	
16	2830559	Gasket	
17	4896409	Gasket	
18	4896410	Relief Pressure Valve	
19	4896404	Plunger	
20	4895045	Spring	
21	4899035	O-Ring	
22	4898301	Gasket	
23	4897861	Oil Sum Gasket	

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Sr. No.	Part No.	Description	Offered Specification
24	2852047/4899052	Gasket Water Pump	
25	2853443	Water Pump	
26	84322388/2852471	Thermostat	
27	2852473	Gasket	
28	4895040	Bushing	
29	4896865	Lube Oul Jet Nozzle	
30	4890833	Oil Seal	
31	4890832	Oil Seal	
32	4896897	Gasket	
33	2853784	Gasket Tappet Cover	
34	4899239	Silent Block	
35	2853788	Gasket Tappet Cover	
36	4895031	Push Road	
37	2856458	Rocker Arm Assy	
38	4899081	Cotter Rocker Arm	
39	4895073	Spring Valve	
40	4895074	Cup	
41	2831287	Seat Spring	
42	4897578	Valve Seat	
43	4897106	Valve Seat	
44	4895051	Valve EX Engine	
45	4895052	Valve IN Engine	
46	2830706	Head Gasket	
47	4899921	Gasket Intake	
48	2854701	Gasket	
49	2830444	Gasket EX	
50	2852221	Gear Ring	
51	4892708	Bushing	
52	2831298	Con Rod	

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Sr. No.	Part No.	Description	Offered Specification
53	2855519/87317256	Piston & Ring Kit	
54	2854072	O-Ring	
55	4895132	Gasket	
56	2854575	Turbocharger	
57	5135738	O-Ring	
58	4891288	Gasket	
60	84278141/87400496	Filter Fuel P	
61	87803444	Fuel Filter WS	
62	84385110/4898921	Pump Fuel	
63	4890088	O-Ring	
64	2854608	Injector Assy	
65	2854606	Fitting	
66	2854542	Sensor	
67	2854543	Pressure Valve	
69	4897224	Sensor	
70	2854594	Electronic Control	
71	2852821	Sensor	
73	4890189	Sender Unit	
74	4890190	Sender Unit	
75	84167233/87803197	Filter Fuel S	
76	4898876	O-Ring FFS	
77	1964726C1	Bearing	
78	87410087	Switch	
79	427182A1	Key Switch	
80	87536793	Switch	
81	87536792	Switch	
82	1546485C1	Realy	
83	8501311	Fues	

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Sr. No.	Part No.	Description	Offered Specification
84	D35287	Valve Ball Check	
85	219-1/80710	Nipple	
88	A188946	Plate Drive	
89	254353A1	Filter Hydraulic	
90	87346332	Filter Strainer	
91	426784A1	Filter Strainer	
92	A166057	Temperature Sender	
93	87604362	Pump Hydraulic	
94	85802820	Check Valve	
95	76066272	Seal Kit	
96	79071464	Kit Seal	
97	79099850	Set of Part	
98	76053661	Kit Seal	
99	76066282	Seal Kit	
100	76073156	Seal Kit	
101	76073157	Seal Kit	
102	84226263	Filter Hydraulic	
103	13407211	Lube Nipple	
104	87436836	Relay	

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# **Section VI. Sample Forms**

#### **Notes on the Sample Forms**

The Bidder shall complete and submit with its bid the Bid Form and Price Schedules pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Procuring agency, pursuant to ITB Clause 15.3.

Technical Evaluation Farm, to be attached with **TECHNICAL** Proposal Bid Farm, Price Schedule form and Bid Security farms, To be attached with **FINANCIAL** Proposal.

**The Contract Form,** when it is finalized at the time of contract award, should incorporate

any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 17.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** and **Bank Guarantee for Advance payment** forms should not be completed by the bidders at the time of their bid preparation only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the procuring agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).



# 5. SCHEDULE OF QUALIFICATION OF BIDDERS/TENDERERS

Note: Please supply the following information with the Technical proposal bid separately.

S. No.	Information to be supplied	Bid Reference (Indicate Page # attached)
1	Name of the Bidder / tender:	
2	Legal status of the Bidder/Tenderer. (Company / Partnership)	
3	Proof Since firm was established	
4	Certificate from the original Manufacturer certifying the nomination of the Bidder/Tenderer as their authorized Supplier with year of nomination authorized	
5	Registered with Income Tax, Sale Tax Department.	
6	Name and address of the Manufacturer.	
7	Spare parts of bulldozers supplied during the last five years with documentary evidence to the Agriculture Department or other Agency.	
8	Stock of Spare parts required, readily available with firms / suppliers.	
9	The firm / supplier should ensure supply to quote / 100% quantity of all the items given in schedule of requirement. Less quantity offered against the item shall not be accepted.	
10	Supplier guarantee certificate shall be furnished by the bidder to the effect that:  - The Stores to be supplied by them are strictly in conformity with the specification as stipulated in the tender document.  - The stores to be supplied by them are genuine and new, in the original packing of the manufacturer and absolutely free from any material / manufacturers defects.	
11	Warranty Period for the Stores	
12	Bank reference, name of banks and address may be given. The Banker's certificate regarding financial capability of the Bidder/Tenderer shall be furnished alongwith bank statement of last 3 years.	
13	Confirmation of Schedule of Requirement	
14	Confirmation of Delivery Schedule.	



# **BID EVALUATION CRITERIA (TECHNICAL)**

#### PRELIMINARY SCREENING a)

1.	Name of the Bidder/Tenderer	
2.	Whether registered with concerned Tax Authorities.	Responsive / Non-Responsive (If Responsive, pl attach proof)
3	Whether a Certificate from the contractor Confirming to supply quoted make/ Model of Spare Parts. Prescribed Schedule of Delivery attached?	Response / Non- Responsive (If Responsive, pl attach proof)
4.	Whether the supplier is authorized from manufacturer?	Responsive / Non-Responsive (If Responsive, pl attach proof)
5.	Whether the supplier confirm the schedule of delivery?	Responsive / Non-Responsive (If Responsive, pl attach proof)
6.	Whether the supplier confirm the schedule of requirement?	Responsive / Non-Responsive (If Responsive, pl attach proof)
7.	Whether Bid Security in shape of Demand Draft / Pay Order is attached?	Responsive / Non-Responsive (If Responsive, pl attach proof)
8.	Whether 'Financial Proposal' attached with the bid?	Responsive / Non-Responsive (If Responsive, pl attach proof)

NOTE: The bid/tender will be considered eligible for technical evaluation if answers to all points at S.No.2-8 are "RESPONSIVE".



# Price Schedule in Pak. Rupees

# (All prices inclusive of all rates, taxes and duties)

# **SPARE PARTS OF NEW HOLLAND D95B BULLDOZER**

	Name of Bidder	IFB Number	Page of
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1		2	3	4	5	6	7
S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
1	A173557	Fan Pusher	20				
2	87564117	V-Belt	12				
3	A170241	Radiator Cap	3				
4	87731429	Oil Cooler	1				
5	392121A1 87683000	Element Filter Secondary Inner	96				
6	392120A1 87682990	Element Filter Primary Outer	96				
7	79081900	Sensor Air	2				
8	4895040	Bushing	2				
9	4899115	O-Ring	2				
10	4899072	O-Ring	2				
11	4895393	O-Ring	2				
12	4895577	Plug	2				
13	4897861	Gasket	5				
14	2830546	Sealing Washer	24				
15	4890832 84575644	Oil Seal	5				
16	4898372	O-Ring	5				
17	2830304	O-Ring	5				
18	2992447	Filter Kit Breather	5				
19	4895051	STD Engine Exhaust Valve	96				
20	4895052	STD Engine Inlet Valve Intake	96				
21	2831473	Valve Spring	24				
22	4899081	Rocker Arm Cotter	96				
23	2830705	Cylinder Head Gasket	15				
24	2852773 504262827	Cap Oil Fill Assembly	5				

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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
25	4895031	Push Rod	24				
26	2853788	Gasket Rockers level Housing	10				
27	2852427	Wires Harness	12				
28	2830444 2853800	Gasket	24				
29	2992147 2995787	Crankshaft Bearing Main(STD)	12				
30	2992148 2995788	Set of Main Bearings 0.254	12				
31	2995784	Thrust Washer 0.25 MM	4				
32	2995785	Thrust Washer 0.25 MM	4				
33	2831298	Connecting Rod Assy	6				
34	4892708	Bushing	24				
35	2831297	Flange Bolt	24				
36	8093882	Set of Connecting Rod Brgs (Std) Bearing Crankshaft	12				
37	2855519 87317256	Piston & Ring kit	18				
38	4892712	Piston Pin	18				
39	2854030 4892713	Snap Ring	48				
40	8094845	Piston Ring	36				
41	2852221	Ring Gear	2				
42	4895132	Gasket	10				
43	2854575 2855552	Turbo Charger	2				
44	2855540	Tube	1				
45	2856972	Dipstick	2				
46	4895610	O-Ring	2				
47	4897481	Engine Oil Pump	4				
48	84228488	Engine Oil Filter	200				
49	5135738	O-Ring	5				
50	4896409	Gasket	2				
51	4891252 2852114	Water Pump	4				

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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
52	2852047	Seal Ring	2				
53	2854072	Seal Rectangular	2				
54	4895393	O-Ring	5				
55	4895625 4895623	O-Ring	2				
56	2856172	Belt Tensioner	1				
57	84278141	FUEL STAINER	72				
37	87803445	Fuel Strainer	72				
58	4898921 84385110	Fuel Injection Pump	3				
59	4890088 42549209	O-RING	5				
61	(4891385) 42556616	Gasket	10				
62	2854608	Fuel System injector	6				
63	2854606	Fitting Assy	6				
64	4899689	Sealing Washer	24				
65	4890926	O-Ring	24				
66	87803200 84412164	Fuel Filter	100				
67	4897224	Sensor Temp	2				
68	4898876	O-Ring	5				
69	4894721	Sealing Washer	30				
70	4890190	Sensor Speed	3				
71	2852820	O-Ring	5				
72	2852817 14453881	O-Ring	5				
73	4890193 2859674	Sensor Temperature	2				
74	485477	O-Ring	5				
75	4890189	Sensor Speed	1				
76	2852821 504372225	Sensor ECM Booster Air Temperature	3				
77	2854542	Sensor Fuel Supply Presure	2				
78	4894095	O-Ring	5				
79	2854598	Wire Harness Engine Control Fuel Injection	1				
80	87438994	Clutch Assy	2				

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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
81	87422777	Alternator	1				
82	87438965	holder Rectifier	3				
83	87438967	Holder and Brush	3				
84	87438969	Voltage Regulator	3				
85	87270767	Throttle Electric	2				
86	238-6011	O-Ring	10				
87	237-6008 128825	O-Ring	20				
88	87410087	Swtich Rocker Momentary Up / Down	2				
89	87410091	Swtich Rocker Momentary Display	2				
90	87313557	Control Unit Micro Controller RC6-9	1				
91	87327348	Fuse	10				
92	87327350	Fuse	10				
93	87596056	Switch	1				
94	87638227	Relay	5				
95	87696396	Relay	5				
96	87315248	Relay Right Hand Side With Fuses Only	1				
97	87584890	Light Assy 12 V 55 W Front and Rear Flood and Work Lamp	2				
98	87410602	fuse 300 Amp	5				
99	87581584	Track Roller Set	6				
100	87314691	Roller Assy Roller Track Set	6				
101	D34666	Washer	20				
102	29-1012	Nut	20				
103	D35287	Valve Check	5				
104	219-1	Lube Nipple	5				
105	D95149	Packing Ring	5				
106	D30374	Ring Wear	2				
107	101-11212	Sanp Ring	5				
108	R25706	Seal	5				
109	R25663	Bearing	5				
110	R30202	Ring Backup	5				

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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
111	103390A1	Shaft	5				
112	S116825	Kit Seal	10				
113	238-5227 510121	O-Ring	10				
114	S113075	Seal	10				
115	235782	O-Ring	10				
116	R33561	Shaft	3				
117	R33556	Bushing	10				
118	3142394R91	Bearing Roller	4				
119	800-5140	Snap Ring	2				
120	87314692	Shaft Housing Shaft Assy	1				
121	R33607	Seal Face	8				
122	295178A2	Link Right hand	2				
123	295177A2	Link Left Hand	2				
124	R56515	Bushing	2				
125	R51131	Pin	2				
126	R51132	Spacer	2				
127	R50830	Seal	10				
128	R50441	Plug	10				
129	295325A1	Bolt Master	20				
130	295318A1	Bolt	20				
131	R25688	Nut	20				
132	328712A2	Flexible Drive Shaft	2				
133	87400942 84355344	U-joint Spider Driver Shaft	4				
134	627-16045	Bolt	8				
135	896-11016 86625266	Washer	10				
136	633673 73048835	Seal Oil Seal	5				
137	237-6012	O-Ring	1				
138	401629A2	Hydrostatic Motor	1				
139	238-6219	O-Ring	8				
140	237-6016	O-Ring	1				
141	238-6021	O-Ring	1				
142	237-6012	O-Ring	1				
143	237-6006	O-Ring	1				
144	1997880C1	Belleville Spring	2				

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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
145	385248A2	Brake Plate Piston Brake	1				
146	385236A2	Seal Ring	1				
147	385237A2	Seal Ring	2				
148	238-5014 130282	O-Ring	1				
149	385244A2	Brake Plate Seperator	4				
150	A188946	Drive Plate Clutch Friction Plate	3				
151	238-5279 70927376	O-Ring	2				
152	385258A1	Roller Bearing	198				
153	365271A1	Bearing Cup	2				
154	385270A1	Bearing Cone	2				
155	385211A1	Bearing Cup	2				
156	385210A1	Bearing Cone	2				
157	385223A1	Seal Assy Oil	2				
158	238-5156 14461480	O-Ring	2				
159	637-62081	O-Ring	5				
160	402652A1 84226258	Hydraulic Oil Filter	32				
161	254353A1	Hydraulic Oil Filter	32				
162	87416895	Swtich Push Button Up	3				
163	87416896	Swtich Push Button Down	3				
164	87389568	Control Unit	1				
165	87441446	Shaft Seal	2				
166	8744143	O-Ring Solenoid Base Mounting	5				
167	87441436	Solenoid Valve Proportional	2				
168	87441440	Seal	5				
169	87441439	Seal	5				
170	87441437	Seal	5				
171	87441419	Seal Shaft, Front and Rear Pumps	2		,		
172	238-5148 14460680	O-ring	5				



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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
173	874414416	Ring Special Front and Rear Pumps	5				
174	238-6012	O-Ring	5				
175	87441415	Hyd Pump Repair Kit Seal kit	2				
176	87441426	Ring Seal Front and Rear Pumps	8				
177	238-5153	O-Ring	5				
178	87441426	Ring Seal Front and Support Plate	8				
179	238-5152 14461080	O-Ring	5				
180	87316133	Module Control	1				
181	87441418	Solenoid Valve Propotional Solenoid	3				
182	238-6121	O-Ring	5				
183	238-5031 70923933	O-Ring	5				
184	238-5155 9828498	O-Ring	5				
185	238-5158 274336	O-Ring	5				
186	238-6112 272344	O-Ring	5				
187	238-6119 271913	O-Ring	5				
188	238-6123 218774	O-Ring	5				
189	87337479	Sensor Rotatory	1				
190	87337478	Sensor Rotary, Throttle	1				
191	87516926	Switch Declerator	1				
192	87611831	Solenoid Valve Components Parts Not Serviced Seperately	3				
193	237-6006	O-Ring	5				
194	238-0612	O-Ring	5				
195	436730A1	Hose Assy	1				
196	436727A1	Hose Assy	1				

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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
197	87368476	Pressure Swtich	1				
198	79113969	Sensor Proximity Sensor	1				
199	426784A1	Filter Strainer	2				
200	84153256	Oil Seal	5				
201	A166057 84300765	Temperature Sender Transmission Oil	2				
202	86984713	Shut off valve	1				
203	(361942A1) 87042214	Seal Package	1				
204	237-6012	O-Ring	5				
205	238-6021	O-Ring	5				
206	237-6016	O-Ring	5				
207	238-6021	O-Ring	5				
208	237-6016	O-Ring	5				
209	237-6010	O-Ring	1				
210	(412164A1) 404056A1	Sprocket Drawing 25 T Standard Case	12				
211	87353982	Track Roller	6				

Total Bid Price Rs	in words Rupees	
Signature of Bidder		

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



# Price Schedule in Pak. Rupees (All prices inclusive of all rates, taxes and duties)

# **SPARE PARTS OF D150 B BULLDOZER**

1		2	3	4	5	6	7
S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
1	87452843	Fan Belt	6				
2	87714752	Fan	2				
3	87398813	Hose	3				
4	A170241	Radiator Cap	8				
5	87571277	Hose	8				
6	87660641	Oil Cooler	1				
7	L127093	Coolant Expansion (Tank)	3				
8	A184079	САР	5				
9	87543756	Hose	5				
10	87682990/392120A1	Air Filter P	48				
11	87683000/392121A1	Air Filter S	48				
12	L115504	Cap Oil Filter	5				
13	14458681	O-Ring	6				
14	4897481	Engine Oil Pump	2				
15	84228510/87803260	Engine Oil Filter	125				
16	2830559	Gasket	12				
17	4896409	Gasket	12				
18	4896410	Relief Pressure Valve	10				
19	4896404	Plunger	10				
20	4895045	Spring	10				
21	4899035	O-Ring	10				
22	4898301	Gasket	12				
23	4897861	Oil Sum Gasket	12				
24	2852047/4899052	Gasket Water Pump	12				

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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
25	2853443	Water Pump	6				
26	84322388/2852471	Thermostat	12				
27	2852473	Gasket	12				
28	4895040	Bushing	12				
29	4896865	Lube Oul Jet Nozzle	12				
30	4890833	Oil Seal	12				
31	4890832	Oil Seal	12				
32	4896897	Gasket	12				
33	2853784	Gasket Tappet Cover	32				
34	4899239	Silent Block	5				
35	2853788	Gasket Tappet Cover	12				
36	4895031	Push Road	36				
37	2856458	Rocker Arm Assy	6				
38	4899081	Cotter Rocker Arm	50				
39	4895073	Spring Valve	72				
40	4895074	Cup	24				
41	2831287	Seat Spring	24				
42	4897578	Valve Seat	24				
43	4897106	Valve Seat	24				
44	4895051	Valve EX Engine	24				
45	4895052	Valve IN Engine	24				
46	2830706	Head Gasket	16				
47	4899921	Gasket Intake	12				
48	2854701	Gasket	16				
49	2830444	Gasket EX	12				
50	2852221	Gear Ring	1				
51	4892708	Bushing	18				
52	2831298	Con Rod	6				

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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
53	2855519/87317256	Piston & Ring Kit	12				
54	2854072	O-Ring	12				
55	4895132	Gasket	12				
56	2854575	Turbocharger	1				
57	5135738	O-Ring	32				
58	4891288	Gasket	12				
60	84278141/87400496	Filter Fuel P	100				
61	87803444	Fuel Filter WS	100				
62	84385110/4898921	Pump Fuel	2				
63	4890088	O-Ring	10				
64	2854608	Injector Assy	6				
65	2854606	Fitting	6				
66	2854542	Sensor	6				
67	2854543	Pressure Valve	6				
69	4897224	Sensor	6				
70	2854594	Electronic Control	3				
71	2852821	Sensor	10				
73	4890189	Sender Unit	5				
74	4890190	Sender Unit	5				
75	84167233/87803197	Filter Fuel S	100				
76	4898876	O-Ring FFS	100				
77	1964726C1	Bearing	5				
78	87410087	Switch	5				
79	427182A1	Key Switch	3				
80	87536793	Switch	5				
81	87536792	Switch	5				
82	1546485C1	Realy	10				
83	8501311	Fues	12				

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S#	Part No.	Description	Qty	Country of Origin	Unit Price	Total	Unit price of final destination plus price of other incidental services if required
84	D35287	Valve Ball Check	12				
85	219-1/80710	Nipple	12				
88	A188946	Plate Drive	36				
89	254353A1	Filter Hydraulic	48				
90	87346332	Filter Strainer	48				
91	426784A1	Filter Strainer	16				
92	A166057	Temperature Sender	12				
93	87604362	Pump Hydraulic	1				
94	85802820	Check Valve	2				
95	76066272	Seal Kit	16				
96	79071464	Kit Seal	16				
97	79099850	Set of Part	10				
98	76053661	Kit Seal	5				
99	76066282	Seal Kit	16				
100	76073156	Seal Kit	16				
101	76073157	Seal Kit	16				
102	84226263	Filter Hydraulic	16				
103	13407211	Lube Nipple	15				
104	87436836	Relay	15				

Total Bid Price Rs.	in words Rupees
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") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called "the Bid").

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

#### THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]



#### 3. Contract Form

Agenc	AGREEMENT made the y] Of [country of Procuring agency] on ame of Supplier] Of [city and count	(hereinafter called	d "the Procurir	ng agency") of the one part
[brief d	REAS the Procuring agency in lescription of goods and services] and goods and services in the succentract Price").	nd has accepted a	bid by the Su	pplier for the supply of
NOW	THIS AGREEMENT WITNES	SSETH AS FOLLO	OWS:	
1. respe	In this Agreement words an ectively assigned to them in the	•		_
2. of this (a) (b) (c) (d) (e) (f)	The following documents slass Agreement, viz.: the Bid Form and the Price of the Schedule of Requirement the Technical Specifications the General Conditions of Country the Special Conditions of Country agency's Notice	Schedule submitt nts; ; ontract; ontract; and	ed by the Bidd	
provide with to 4. provide or such	In consideration of the payre reinafter mentioned, the Sude the goods and services are he provisions of the Contract. The Procuring agency here sion of the goods and services ch other sum as may become at the manner prescribed by the	upplier hereby cond to remedy defund to remedy defund to pure the covenants to pure and the remedy in payable under the covenants.	ovenants with ects therein in pay the Supplie ng of defects	the Procuring agency to n conformity in all respects er in consideration of the therein, the Contract Price
	ITNESS whereof the parties dance with their respective la		•	
Signe	ed, sealed, delivered by cy)	the		(for the Procuring
Signe	ed, 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 supplied [description of goods and services] (hereinafter called "the Contract").
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier sharturnish you with a bank guarantee by a reputable bank for the sum specified therein a 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]

#### 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.



#### **Bid Form**

		Date:		
		IFB No:		
To: [name and address of Procuring	Agency]			
Gentlemen and/or Ladies:				
Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and ervices] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] out other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.				
We undertake, if our Bid is specified in the Schedule of Re		goods in accordance v	with the delivery schedule	
If our Bid is accepted, we won the Contract Price for the dagency.				
We agree to abide by this E Clause 22 of the Instructions to and may be accepted at any til	Bidders, and it shall rem	ain binding upon us	ced for Bid opening under	
Until a formal Contract is pathereof and your notification of				
Commissions or gratuities contract execution if we are aw Name and address of agent	varded the contract, are lis	sted below:	-	
(if none, state "none")				
We understand that you a	are not bound to accept th	e lowest or any bid yo	u may receive.	
Dated this	day of	20		
[signature]	[in the	e capacity of]		
Duly authorized to sign B	id for and on behalf of			



#### **DECLARATION OF FEES, COMMISSION AND BROKERAGE .ETC.** PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORKS

Contract Number:	Dated:
Contract Value:	
Contract Title:	
any contract, right, interest, privilege of	hereby declares that it has not obtained or induced the procurement of or other obligation or benefit from Government of Sindh or any other entity owned or controlled by it (Government of Sindh)
that it has fully declared the brokerage, congive and shall not give or agree to give to any natural or juridical person, including shareholder, sponsor or subsidiary, any described as consultation fee or otherwise, right, interest; privilege or other obligation which has been expressly declared pursuar	egoing,
and arrangements with all persons in respe	ect of or related to tile transaction with Government of Sindh and has no to circumvent the above declaration, representation or warranty.
not making full disclosure, misrepresent declaration, representation and warranty. I benefit obtained or procured as aforesaid	full responsibility and strict liability for making any false declaration ting facts or taking any action likely to defeat the purpose of this t agrees that any contract, right, interest, privilege or other obligation of shall, without prejudice to any other right and remedies available to attract or other instrument, be voidable at the option of Government of
of Supplier) to indemnify Government of business practices and further pay comper sum of any commission, gratification, brib	exercised by Government of Sindh in this regard, (name Sindh for any loss or damage incurred by it on account of its corrupt station to Government of Sindh in an amount equivalent to ten time the se, finder's fee or kickback given by (name of Supplier) as inducing the procurement of any contract, right, interest, privilege or from Government of Sindh.
Purchaser or Authorized Representative	Supplier/Contractor