

TENDER DOCUMENT



FOR

PROCUREMENT OF

(SUPPLY OF STORE ARTICLES (CONCENTRATE, SEED) & MEDICINES)

REFERENCE# LES/STORE ARTICLES/15-16

TO BE

OPENED ON

14.10.2015

(Extended vide corrigendum as on 30.10.2015)

OFFICER IN CHARGE

LIVESTOCK EXPERIMENT STATION KARACHI

From:

OFFICER IN CHARGE  
LIVESTOCK EXPERIMENT STATION  
KARACHI

To:

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Cell no:

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**INVITATION TO TENDER NO. LES/STORE ARTICLES/ DUE ON 14-10-2015**

- 1) You are hereby invited to submit your tender for the stores as per specifications and condition of schedule given in the Tender subject.
- 2) The contract resulting from this invitation to tender shall be governed by the SPP Rules 2010 (amended 2013).
- 3) The tenderer quoting against this invitation to Tender shall be deemed to have read and understood the conditions there in and particulars of the store and their specifications etc.
- 4) The tenderer shall quote on the prescribed schedule to this invitation to Tender, on the basis indicated therein and shall sign the certificate given therein. In case there is any deviation, it should be clearly stated by the tenderer, otherwise it will be presumed that offer is strictly in accordance with the requirements of the tender notice.
- 5) In the case of offers for supply of stores from within the country, price quoted shall be inclusive of all taxes (present & future) duties and charges for packing, marking, handling etc.
- 6) The store is required for delivery as stated in the schedule. If, however, it is not possible to give delivery by the specified date, the tenderer shall give guaranteed date by which he can deliver the store.
- 7) Failure to submit the tender in the manner prescribed in the invitation to Tender, will render the same liable to be ignored.
- 8) The purchaser does not pledge himself the right of accepting the full or part quantity, offered & tenderer shall supply the same at the quoted rate.

## Instructions to bidders

### **Language of Bid**

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.

### **Documents Comprising the Bid**

The bid prepared by the Bidder shall comprise the Bid Form and a Price Schedule completed, documentary evidence established that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted, documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and bid security furnished

### **Eligible Bidders**

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

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.

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.

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

### **Eligible Goods and Services**

All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.

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.

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

#### **Cost of Bidding**

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.

#### **Clarification of 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.

#### **Bid Form**

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.

#### **Bid Prices**

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.

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.

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

#### **Documents Establishing Bidder's**

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**

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

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.

#### **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

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.

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.

The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

#### **Bid Security**

The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture

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 (28) days beyond the validity of the bid; or
- (b) irrevocable encashable on-demand Bank call-deposit.

Any bid not secured will be rejected by the Procuring agency as nonresponsive,

Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (28) days after the expiration of the period of bid validity prescribed by the Procuring agency.

The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security,

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 or

(ii) to furnish performance security.

### **Period of Validity of Bids**

Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency,. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

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 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**

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.

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 initialled by the person or persons signing the bid.

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

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.

### **Submission of Bids**

#### **Sealing and Marking of Bids**

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.

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,

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".

If the outer envelope is not sealed and marked as required by Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

#### **Deadline for Submission of Bids**

Bids must be received by the Procuring agency at the address specified no later than the time and date specified in the Bid Data Sheet.

The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, 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.

#### **Late Bids**

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

#### **Modification and Withdrawal of Bids**

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.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

No bid may be modified after the deadline for submission of bids.

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.

#### **Opening and Evaluation of Bids**



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.

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.

Bids 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.

The Procuring agency will prepare minutes of the bid opening.

### **Clarification of Bids**

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.

### **Preliminary Examination**

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.

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.

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 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, Applicable Law, and Taxes and Duties, 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.

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.

### **Evaluation and Comparison of Bids**



- The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive

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.

The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors as specified in the Bid Data Sheet:

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

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

(a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.

(b) Delivery schedule.

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

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

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

(c) Deviation in payment schedule.

(i) Bidders shall state their bid price for the payment schedule. 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

#### **Contacting the Procuring agency**

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.

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.

#### **Award of Contract**

, 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.

#### **Procuring agency's Right to Vary Quantities at Time of Award**

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.

#### **Procuring agency's Right to Accept any Bid and to Reject any or All Bids**

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.

#### **Notification of Award**

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.

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

Upon the successful Bidder's furnishing of the performance security the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security,

## **Signing of Contract**

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.

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.

## **Performance Security**

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.

Failure of the successful Bidder, 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.

## **Corrupt or Fraudulent Practices**

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

OFFICE OF THE OFFICER IN CHARGE  
LIVESTOCK EXPERIMENT STATION KARACHI.

(BID DATA SHEET)

Schedule to invitation of Tender Inquiry No. LES/STORE ARTICLES/  
2015-2016

- |    |                                   |                                 |
|----|-----------------------------------|---------------------------------|
| 1. | Language of bid                   | English                         |
| 2. | Bid security                      | 2.5%                            |
| 3. | Performance security              | 10%                             |
| 4. | Procedure for evaluation of bid   | Single stage one envelope       |
| 5. | Date & Time of receipt of Tender. | <u>14.10.2015 at 01.00 Noon</u> |
| 6. | Date & Time of opening of Tender. | <u>14.10.2015 at 01:30 PM.</u>  |

***Note: schedule of submission and opening has been extended vide corrigendum as under:***

Submission of bids:	29.10.2015 at 1300 hrs
Opening of bids :	29.10.2015 at 1330 hrs

- |    |                          |  |
|----|--------------------------|--|
| 7. | Place of Opening Tender. | Office of the Officer-In-Charge<br><u>Livestock Experiment Station</u><br><u>Karachi</u> |
| 8. | Bid validity period.     | <u>90-days</u>   |
| 9. | Name of consignee.       | <u>Officer In Charge</u><br><u>Livestock Experiment Station</u><br><u>Karachi.</u>       |

10. Eligibility criteria

\* Bidder must have registration with all the tax authorities

\* Bids should be attached call deposit/pay order of 2.5% of bid security

\* Bidders having relevant experience in the same assignment shall be given priority

\* Bid must be quoted in Pak Rupees

\* Bid must be supported with relevant literature, country of origin make, brand

#### 11. Clarification of bids

According to Rule-23 of SPP Rules, 2010 (amended 2013)

#### Preparation & submission of bids

##### Qualification requirements.

[Specify, for example, requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued. The following requirement may also be specified: "If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as nonresponsive."]



SPECIAL CONDITIONS:

1. Rate should be quoted both in figures and words, on free delivery at consignee's address and as per schedule attached at annexure.
2. The delivery of items are required immediately, Tenderer be able to supply the stores with own expenses & in the period specified in the supply order.
3. Conditions as per tender notice NO: LES/STORE ARTICLES/2015-16 will remain valid. However Officer In Charge Livestock Experiment Station Karachi reserve the right to extend date, time of bid, opening or receiving the bids and to purchase all or part of stores under the tender.
4. All the bidders shall be required to deposit earnest money equivalent to 2.5% of the value of their offer with their tender in the form of call deposit/pay order in favour of Officer In Charge Livestock Experiment Station Karachi. In case of less deposit of earnest money the tender will not be entertained and treated as reject.
5. The successful tenderers shall have to deposit, security deposit 10% of the value of contract.
6. Any cutting/correction in bid form will make the quotation invalid.
7. The bidder shall mention validity of offer, terms of payment, voluntary period and Schedule of delivery.
8. Officer In Charge Livestock Experiment Station Karachi, reserves the right to obtain clarification from any bidder, in respect of item quoted by him. The replies by the bidder will be recorded and will form part of bid document.
9. The rates quoted must have the validity up to the end of current financial year i.e. 30-06-2016.
10. Supply order/contact will be issued subject to the availability of funds.
11. The payment shall be made / released to the firms against the supply of the items / consignment in full after inspection report ensuring that the items / consignment are according to the specification.

12. The contracting firms will be treated under the clause-12,13,& 14 of Sindh Purchase Manual 1991, PPRA Rules 2004 & SPPRA Rules 2010, accordingly, in case of failure in supply of stores, it shall be optioned to purchase the stores else where without notice, on the account and the risk of the contract.
13. The evaluation will be based on the name specification.
14. The tenderers shall sign the below mentioned certificates while quoting their rates failing which the tender/offer is liable be considered NO RESPONSIVE.
15. The bid documents should be properly sealed and tender No. and date of opening may be indicated on the envelope.
16. Price must be quoted in Pak currency per accounting unit.
17. Bid must be supported with relevant literature etc. and country of origin make, brand should be recorded on bids against the item.
18. The firms participating in the tender must be registered with SALES TAX DEPARTMENT and should mention their sale tax registration No. along with copy of registration certificate in case of offering the tender for instruments & equipment.
19. Breakage/leakage during transport is the responsibility of supplier.
20. The payment will be made to the supplier after deduction of 3.5% Income Tax on each supply on production of receipt/certificate to the effect that the items received by the respective officer In charge of the stores, to whom supply order is made.
21. All the rates quoted must be inclusive of all the taxes imposed by the Government, from time to time i.e. GST etc. (present & future) in case may be.

REF: LES/STORE ARTICLES/2015-16

Dated

**WE GUARANTEE TO SUPPLY THE STORES EXACTLY IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED IN THE INVITATION TO THIS TENDER.**

SIGNATURE OF TENDERER

DESIGNATION. \_\_\_\_\_

Name & address. \_\_\_\_\_

**NOTE:** Above agreement may also be signed separately on stamp paper worth Rs:100/- duly attested by the Oath Commissioner.

Bid Form and Price Schedules

Date: IFB No: **LES/STORE ARTICLES/15-16]**

To: [Office of the Officer-In-Charge Livestock Experiment Station Karachi]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
(if none, state "none")		

We understand that you are not bound to accept the lowest or any bid you may receive.  
Part Two - Section VII. Eligibility for the Provision of Goods, Works 24  
and Services in Bank Financed Procurement Dated this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_.

[signature] [in the capacity of]  
Duly authorized to sign Bid for and on behalf of

**SCHEDULE OF REQUIREMENT**  
**FOR SUPPLY OF CONCENTRATE, SEED & MEDICINES**

SR. #	NAME OF ITEMS	PACKING	QUANTITY	RATE QUOTED
1	COTTON SEED CAKE	40 KG PER BAG	50 Bag	
2	WHEAT BRAN	34 KG PER BAG	50 Bag	
3	WHEAT STRAW	PER 40 KG	500 Mounds	
4	INTERVEC DAIRY PARIMIX	01 KG PACK	100 Packets	
5	MAIZE SEED	40 KG PER BAG	10 Bag	
6	JAWAR SEED	40 KG PER BAG	05 Bag	
7	OATS SEED	40 KG PER BAG	10 Bag	
8	BARLEY SEED	40 KG PER BAG	10 Bag	
9	BAJRA SEED	40 KG PER BAG	05 Bag	
10	LUCERN SEED	01 KG	01 KG	

**MEDICINES**

SR.#	NAME OF MEDICINE	Tentative quantity (which can be reduced & enhance according to allocation of budget)	RATE QUOTED
1	Inj. Gentamycine	12 Nos	
2	Inj. Ivomic	12 Nos	
3	Inj. Sulphademedine	12 Nos	
4	Inj. Butalin	12 Nos	
5	Inj. Penvit 5 Gram	12 Nos	
6	Inj. P.P 40 Lac	12 Nos	
7	Inj. Teramycine	12 Nos	
8	Inj. Dexamethasone	12 Nos	
9	Inj. Triburcin	12 Nos	
10	Inj. B-12	12 Nos	
11	Nelzan Plus	1 litter Pack	
12	Inj. Amoxyciline LA	12 Nos	
13	Inj. Milfon ( C )	12 Nos	

Performance Security Form

To:

Office of the Officer-In-Charge

Livestock Experiment Station

Karach

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated \_\_\_\_\_ 19\_\_\_\_ to supply [description of goods and services] (hereinafter called "the Contract").

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [Office of the Officer-In-Charge Livestock Experiment Station Karachi] of [Pakistan] (hereinafter called "the Procuring agency") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: (a) the Bid Form and the Price Schedule submitted by the Bidder; (b) the Schedule of Requirements; (c) the Technical Specifications; (d) the Special Conditions of Contract; and (f) the Procuring agency's Notification of Award

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

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

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

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

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



### 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 [Office of the Officer-In-Charge Livestock Experiment Station Karachi] (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]

Manufacturer's Authorization Form

To:

Office of the Officer-In-Charge

Livestock Experiment Station

Karachi

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. **[LES/STORE ARTICLES/15-16]** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty 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.

## Bank Guarantee for Advance Payment

To:

Office of the Officer-In-Charge

Livestock Experiment Station

Karachi

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]