

No.PD/QSP/2015-16

SPPRA ID 1FB-_____/2015

Fee Rs. 2000/=

Field Machinery, Implements & Lab. Equipments

Sindh Public Procurement Regulatory Authority

BIDDING DOCUMENTS

**FOR
NATIONAL COMPETITIVE BIDDING**



Government of Sindh

PROCUREMENTS OF GOODS

(FIELD MACHINERY, IMPLEMENTS & LAB. EQUIPMENTS)

**UNDER THE ADP SCHEME, "DEVELOPMENT & PROMOTION OF
QUALITY SEED THROUGH PUBLIC PRIVATE PARTNERSHIP IN
SINDH"**

**PROJECT DIRECTOR
DEVELOPMENT & PROMOTION OF QUALITY SEED THROUGH
PUBLIC PRIVATE PARTNERSHIP IN SINDH
AGRICULTURE RESEARCH SINDH,
AGRICULTURE, SUPPLY & PRICES DEPARTMENT
GOVERNMENT OF SINDH
TEL. # 022-3405204-05, CELL # 0300-0215268**

Sindh Public Procurement Regulatory Authority

BIDDING DOCUMENTS
FOR
NATIONAL COMPETITIVE BIDDING



Government of Sindh

PROCUREMENTS OF GOODS

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

Table of Contents – Part Two

SECTION I. INVITATION FOR BIDS	03
SECTION II. BID DATA SHEET	04
SECTION III. SPECIAL CONDITIONS OF CONTRACT	07
TABLE OF CLAUSES	08
SECTION IV. SCHEDULE OF REQUIREMENTS	11
SECTION V. TECHNICAL SPECIFICATIONS	12
SECTION VI. SAMPLE FORMS	20
1. Bid Form and Price Schedules	21
2. Bid Security Form	23
3. Contract Form	24
4. Performance Security Form	25
5. Qualification/Check list	26
SECTION VII. ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS, AND SERVICES IN BANK-FINANCED PROCUREMENT	

وونشن، ڪمنڊ، ٽيلي بيم، ڊائين، زمين ۽ پاڻي جي چڪاس، جيئن ۽ بيمارين متعلق جان کنڊ وڃا م جي زرعي تحقيقاتي ادارو مان حاصل ڪريو Ph#:022-2765697



Office of the Project Director
Development & Promotion of Quality Seed Through Public Private
Partnership in Sindh, Agriculture Research Sindh
Tandojam



022-3405204-05

0300-0215268

IFB No: PD/QSP/2015-16

Tandojam, Dated: 01.12.2015

INVITATION FOR BID

1. The Project Director, Development & Promotion of Quality Seed through Public Private Partnership in Sindh, Agriculture, Supply & Prices Department, Government of Sindh has received an allocation from the Public Fund in Pak rupees towards the cost of "Project Director, Development & Promotion of Quality Seed through Public Private Partnership in Sindh" (ADP # 1), F.Y. 2015-16. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Procurement of Field Machinery & Implement & Procurement of Laboratory Equipment.
2. The Project Director, Development & Promotion of Quality Seed through Public Private Partnership in Sindh, Agriculture, Supply & Prices Department, Government of Sindh now invites sealed bids from eligible bidders for the supply of following items.

Tender No.	ITEMS	QTY	Technical specifications of items are mentioned in the bidding documents	TENDER FEE
PD/QSP/2015-16/1	Field Machinery, Implement & Laboratory Equipments:			
1.	Seed Processing Plant	12		2000/=
2.	Laser Leveler	12		
3.	Seed Germinator	12		

3. Interested eligible bidders may obtain further information and inspect the bidding documents from the office of Project Director, Development & Promotion of Quality Seed through Public Private Partnership in Sindh, Agriculture Research Sindh, Tandojam, (Phone 022-3405204-05 Cell 0300-0215268).
4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above payment of a Tender fee (nonrefundable) from the office of the Project Director, Development & Promotion of Quality Seed through Public Private Partnership in Sindh, Agriculture Research Sindh, Tandojam.
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Sindh Public Procurement Ordinance and its Rules made there under which also confirm to the requirements of the World Bank Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan, Part One.
6. Bids should be submitted in conformity with Rule-46(2) of Sindh Public Procurement Rules - 2010 i.e. single stage two envelope procedure.
7. Bids must be delivered to the above office on or before 12.30 P.M on 18.12.2015 and must be accompanied by a security of bid of 2% of the total offer along with their proposal in the shape of demand draft/pay order in favor of Project Director, Development & Promotion of Quality Seed through Public Private Partnership in Sindh, Agriculture Research Sindh, Tandojam. Bid submitted without bid security would not be considered.
8. Bids will be opened in the presence of bidders' representatives who choose to attend at 1.30 P.M 18.12.2015 in the committee room of Director General, Agriculture Research Sindh, Tandojam.
9. The bidders are requested to give their best and final prices as no negotiations are expected.
10. Interested bidder must be registered with Income tax, sales tax, professional tax & Sindh Revenue Board.
11. All other terms and conditions are mentioned in the bidding documents.

Project Director
 Development & Promotion of Quality Seed
 through Public Private Partnership in Sindh
 Agriculture Research Sindh
 Tandojam

ميون ۽ پاڇين جو تحقيقاتي ادارو ميرپور خاص ۾ ڪم ڪري رهيو آهي. هنن فصلن مان وڌيڪ لاپ حاصل ڪرڻ لاءِ رابطو ڪريو. Ph#:0233-9290140-41

Section II. Bid Data Sheet

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

INTRODUCTION		
	Procuring Agency / Department	The Bidders reply
ITB 1.1	Project Director, Development & Promotion of Quality Seed through public private partnership in Sindh, Agriculture Research Sindh, Tandojam, Agriculture, Supply & Prices Department, Government of Sindh.	
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount. <i>[when applicable]</i>	
ITB 1.1	<i>Name of Project:</i> Development & Promotion of Quality Seed through public private partnership in Sindh.	
ITB 1.1	<i>Name of Contract.</i> 1. Field Machinery, Implement & Laboratory Equipments Single package of their Bid in Two envelope, One Technical Proposal Envelop, and second Financial proposal Envelop.	
ITB 4.1	<i>Name of Procuring Agency:</i> Project Director, Development & Promotion of Quality Seed through public private partnership in Sindh, Agriculture Research Sindh, Tandojam, Agriculture, Supply & Prices Department, Government of Sindh.	
ITB 6.1	Project Director, Development & Promotion of Quality Seed through public private partnership in Sindh, Agriculture Research Sindh, Tandojam. Ph: 022-3405204-05 Cell # 0300-0215268. <i>(Procuring agency's address, telephone, telex, and facsimile numbers.)</i>	
ITB 8.1	<i>Language of the bid.</i> English.	
BID PRICE AND CURRENCY		
ITB 11.2	The price quoted shall be in Pak. Rupees.	
ITB 11.5	Price should be fixed	

PREPARATION AND SUBMISSION OF BIDS		
	Procuring Agency / Department	Reply of Bidder
ITB 13.3 (d)	<i>Qualification requirements.</i> (i) Location of shop/ office/ Workshop/ Laboratory (Complete Address with, Phone, Fax, e-mail, Website address): The participating Bidder (The manufacturer / producer/) or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier. (ii) Registration: The Bidder/Manufacturer / authorized Dealer, authorized Distributor, Authorized Supplier, Registration Certificate. (iii) Profile: Complete profile of Manufacturer, and authorized Bidder/ Manufacturer / authorized Dealer, authorized Distributor, Authorized Supplier. (iv) Authority: The Bidder (The manufacturer / producer) or his Authorized Dealer, Authorized Agent, Authorized Distributor,	

	<p>Authorized Supplier or Authorized Person, only can submit the bid.</p> <p>(v) Tax Payer: The participating Bidder (The manufacturer / producer/) or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier only can submit the bid, must be Registered, Tax payer (I.T, Professional Tax, SRB and GST etc).</p> <p>(vi) Spare parts, and repair: The participating bidder, must assure for spare parts, Repair Facilities and Warranty of the item he is offering.</p> <p>(vii) Delivery, Installation: The bidder will Supply/ Deliver the item on the Specified location, and will be responsible for Installation.</p> <p>(viii) Experience/ Reference: Experience in Related field, not less than 03 years. The Bidder must supply at least three references for Supply of the items and satisfactory Services and working Certificates / Letter from the procuring Agencies under Reference.</p> <p>(ix) Services: The Bidder will provide Services (Service Free of Cost up to warranty period and services on payment after expiry of Warranty period).</p> <p>(x) Financial Stability: Bank Statement showing financial Stability to deliver the contract.</p>	
ITB 14.3 (b)	Spare parts required for Five years of operation.	
ITB 15.1	Amount of bid security. At a rate of 2% of Bid value.	
ITB 16.1	Bid validity period. 03 months	
ITB 17.1	Number of Bid copies. One Original Bid (Type written)	
ITB 18.2 (a)	Address for bid submission. Office of the Project Director, Development & Promotion of Quality Seed through public private partnership in Sindh, Agriculture Research Sindh, Tandojam. Ph: 022-3405204-05 Cell # 0300-0215268.	
ITB 18.2 (b)	IFB title and number. Procurement of Field Machinery, Implement & Laboratory Equipments. No. PD/QSP/2015-16 dated: 01.12.2015.	
ITB 19.1	Deadline for bid submission. Dated: 18.12.2015 at 12.30 P.M.	
ITB 22.1	Time, date, and place for bid opening. At 1.30 P.M, on 18.12.2015 at Committee Room of Director General, Agriculture Research Sindh, Tandojam.	

BID EVALUATION		
	Procuring Agency / Department	Reply of Bidder
ITB 25.3	Criteria for bid evaluation. Technical Evaluation: - Major features of offered item should meet tender specification. - Having qualification as per section VII Proforma. - Ultimately the items will be declared as responsive and or Non-responsive.	
ITB 25.4 (a) ITB 25.4 (b)	One option only. One option only for one item, for other options 2% CDR must be submitted separately) Delivery schedule. 90 Days.	
Option (i) Option (ii) Option (iii)	Only one option: 0.5% of Bid value per week	

ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate. 5%	
ITB 25.4 (d)	Cost of spare parts.	
ITB 25.4 (e)	<i>Spare parts and after sales service facilities in the Procuring agency's country.</i>	
ITB 25.4 (f)	Operating and maintenance costs. <i>Factors for calculation of the life cycle cost:</i> Comparison of Technical Specification, Bid data sheet and offer by the Bidder.	
ITB 25.4 (g)	Performance and productivity of equipment. Standard Warranty.	
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications. i) Single package with two envelopes System. ii) Initially the Envelop marked "Technical Proposal" will be opened publicly, in presence of the Bidders and representatives of bidder who choose to attend. iii) The Technical proposal will be evaluated by the Procurement Committee as per SPPRA Rules. iv) The Envelop marked "Financial Proposal will retain in the custody of procuring Agency. v) The Financial Proposals will be opened after Technical Evaluation, of the Companies, who will be found technically responsive only. The Financial Proposals of the technically non responsive companies will be returned unopened to the Bidders. vi) The First, three lowest Proposals of the Technically Responsive Companies will be considered for financial Evaluation. vii) All the information regarding Technical Proposal opening, Technically Responsive or Non-Responsive companies (Found during evaluation) and financial Proposal opening will be communicated to all the Concerned and participating companies/ Bidders	
ITB 25.4 Alternative	<i>Specify the evaluation factors.</i> The Technically Qualified, Financially Lowest bid will be accepted.	
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease.	

Signature and Stamp of Bidder

Section III. Special Conditions of Contract

Note on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked.

- (a) Information that complements provisions of Part one Section II must be incorporated.
- (b) Amendments and /or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

TABLE OF CLAUSES

1.	<i>DEFINITIONS (GCC CLAUSE 1)</i>	09
2.	<i>COUNTRY OF ORIGIN (GCC CLAUSE 3)</i>	09
3.	<i>PERFORMANCE SECURITY (GCC CLAUSE 7)</i>	09
4.	<i>INSPECTIONS AND TESTS (GCC CLAUSE 8)</i>	09
5.	<i>PACKING (GCC CLAUSE 9)</i>	09
6.	<i>DELIVERY AND DOCUMENTS (GCC CLAUSE 10)</i>	09
7.	<i>INSURANCE (GCC CLAUSE 11)</i>	09
8.	<i>INCIDENTAL SERVICES (GCC CLAUSE 13)</i>	09
9.	<i>SPARE PARTS (GCC CLAUSE 14)</i>	09
10.	<i>WARRANTY (GCC CLAUSE 15)</i>	10
11.	<i>PAYMENT (GCC CLAUSE 16)</i>	10
12.	<i>PRICES (GCC CLAUSE 17)</i>	10
13.	<i>LIQUIDATED DAMAGES (GCC CLAUSE 23)</i>	10
14.	<i>RESOLUTION OF DISPUTES (GCC CLAUSE 28)</i>	10
15.	<i>GOVERNING LANGUAGE (GCC CLAUSE 29)</i>	10
16.	<i>APPLICABLE LAWS (GCC CLAUSE 30)</i>	10
17.	<i>NOTICES (GCC CLAUSE 31)</i>	10

Section III. Special Conditions of Contract

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

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

	<p>1. Definitions (GCC Clause 1) GCC 1.1 (g)—The Procuring agency is: Project Director, Development & Promotion of Quality Seed through public private partnership in Sindh, Agriculture Research Sindh, Tandojam. GCC 1.1 (h)—The Procuring agency's country is: Sindh, Pakistan GCC 1.1 (i)—The Supplier is: Manufacturer / authorized Dealer, authorized Distributor, Authorized Supplier. GCC 1.1 (j)—The Project Site is: Tandojam.</p>	
	<p>2. Country of Origin (GCC Clause 3) All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".</p>	
	<p>3. Performance Security (GCC Clause 7) GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: [Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.] [The following provision should be used in the case of Goods having warranty obligations.] GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2</p>	
	<p>4. Inspections and Tests (GCC Clause 8) GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: The inspection will be Conducted at site of Delivery/ installation, a Joint inspection will be conducted, after satisfaction, a Satisfactory Certificate for installation and Running of Machinery / Implement and acceptance will be issued by the Procurement Committee.</p>	
	<p>5. Packing (GCC Clause 9) Sample provision GCC 9.3—The following SCC shall supplement GCC Clause 9.2 The Procuring Agency can demand for samples if and as and when required</p>	
	<p>6. Delivery and Documents (GCC Clause 10) Sample provision (DDP terms) GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, the Supplier shall mail the following documents to the Procuring agency: (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original transport document which the buyer may require to take the goods; (iii) copies of the packing list identifying contents of each package; (iv) Manufacturer's or Supplier's warranty certificate.</p>	
	<p>7. Insurance (GCC Clause 11) GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.</p>	
	<p>8. Incidental Services (GCC Clause 13) GCC 13.1—Incidental services to be provided are:</p>	
	<p>9. Spare Parts (GCC Clause 14) GCC 14.1—Additional spare parts requirements are: GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>	

	<p>10. Warranty (GCC Clause 15) GCC 15.2—In partial modification of the provisions, the warranty period shall be standard from date of acceptance of the Goods. The Supplier shall, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) Replace the item with new one within limits of bid validity period.</p>	
	<p>11. Payment (GCC Clause 16) GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied: Payment shall be made in Pak. Rupees in the following manner: 100% of the Contract Price on complete delivery of store item within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.</p>	
	<p>12. Prices (GCC Clause 17) GCC 17.1—Prices shall not vary from the prices quoted by the supplier in its bid.</p>	
	<p>13. Liquidated Damages (GCC Clause 23) GCC 23.1—Applicable rate: Maximum deduction: Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.</p>	
	<p>14. Resolution of Disputes (GCC Clause 28) GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows: In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.</p>	
	<p>15. Governing Language (GCC Clause 29) GCC 29.1—The Governing Language shall be: English</p>	
	<p>16. Applicable Law (GCC Clause 30) GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: The Employment of Children (ECA) Act 1991. The Bonded Labor System (Abolition) Act of 1992 The Factories Act 1934</p>	
	<p>17. Notices (GCC Clause 31) GCC 31.1—Procuring agency's address for notice purposes: Project Director, Development & Promotion of Quality Seed through public private partnership in Sindh, Agriculture Research Sindh, Tandojam. Ph: 022-3405204-05 Cell # 0300-0215268.</p> <p>—Supplier's address for notice purposes : </p>	

Signature and Stamp of Bidder

Section IV. Schedule of Requirements

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

No.	Description	Qty.	Deliver Schedule (shipment) in weeks/ months from the date of contract award.

Signature and Stamp of Bidder

Section V. Technical Specifications

Item wise detailed specification is given as under:

Sr. No.	Description of Contract.	Qty required	Rate unit Rs.	Amount Rs.	M/S													
PD/QSP/2 015-16/1	Field Machinery & Implements:				Specification: *													
1	Seed Processing Plant: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 20%;">Type</td> <td>Seed Processing Unit for all kinds of cereal seeds</td> </tr> <tr> <td>Capacity</td> <td>800-1000 kgs/hour</td> </tr> <tr> <td>Horse Power</td> <td>Motor drive as per processing plant</td> </tr> <tr> <td>Sieves</td> <td>Different sieves as per cereal seeds requirement.</td> </tr> <tr> <td>Major component</td> <td>Sieve Separator/Gravity separator</td> </tr> <tr> <td>Grader</td> <td>Multi-mode seed cleaner suitable for beans, sunflower seeds, sorghum, corn, rice, wheat, barley, rapeseeds, cotton seeds etc.</td> </tr> <tr> <td>System requirements</td> <td>Air screen, vibration, de-stone, classifying function, high efficiency. Double air screen, easily to get off light impurities, spiral duster, environment friendly. Three vibration systems guarantees screen result. De-stone function to get off heavy impurities.</td> </tr> </table>	Type	Seed Processing Unit for all kinds of cereal seeds	Capacity	800-1000 kgs/hour	Horse Power	Motor drive as per processing plant	Sieves	Different sieves as per cereal seeds requirement.	Major component	Sieve Separator/Gravity separator	Grader	Multi-mode seed cleaner suitable for beans, sunflower seeds, sorghum, corn, rice, wheat, barley, rapeseeds, cotton seeds etc.	System requirements	Air screen, vibration, de-stone, classifying function, high efficiency. Double air screen, easily to get off light impurities, spiral duster, environment friendly. Three vibration systems guarantees screen result. De-stone function to get off heavy impurities.	12		
Type	Seed Processing Unit for all kinds of cereal seeds																	
Capacity	800-1000 kgs/hour																	
Horse Power	Motor drive as per processing plant																	
Sieves	Different sieves as per cereal seeds requirement.																	
Major component	Sieve Separator/Gravity separator																	
Grader	Multi-mode seed cleaner suitable for beans, sunflower seeds, sorghum, corn, rice, wheat, barley, rapeseeds, cotton seeds etc.																	
System requirements	Air screen, vibration, de-stone, classifying function, high efficiency. Double air screen, easily to get off light impurities, spiral duster, environment friendly. Three vibration systems guarantees screen result. De-stone function to get off heavy impurities.																	
Warranty: Standard																		

Contd...P/13.

Sr. No.	Description of Contract.	Qty required	Rate unit Rs.	Amount Rs.	M/S
2.	<p>Laser Leveler: Laser Land Leveling Equipment comprising the following items:</p> <p>1. TRANSMITTER</p> <ul style="list-style-type: none"> - Working range Radius 400 m(1300 feet) or Diameter 800diameters - Rotation 600 rpm - Laser type: Red diode laser 650 nm - Laser class Class 3A/3R, <5mW - Self-leveling range appr. +/- 5 degree - Leveling time appr. 30 sec - Leveling indicator LED flashes - Laser beam diameter Appr. 8 mm - Power supply 4 X 1.5 V type D or 4X1.2V rechargeable - Operating temperature - 20 C to + 50 C - Leveling accuracy +/- 0.5 mm at 10 m or 100 feet or 10 arc seconds - Charging time 10 hours for 30 to 40 hours service - Low voltage indicator Low battery indicator blinks - Low voltage disconnection Unit shuts off - Manual mode Unit can also be operated manually for creating Slope or other manual jobs - Charger A charger input 220V & output 5.6V 700mA is Provided for recharging transmitter batteries <p>2. CONTROL BOX</p> <ul style="list-style-type: none"> - On grade LEDs Green - High / Low LEDs Red - Operating voltage 10-30 VDC, reverse polarity protected - Electrical connection Standard military type - Valve compatibility Proportional time (On/Off) only - Maximum current 5 A per coil - Remote switch option Raise/Lower, Auto/Manual switches - Weight 2.25kg - Dimensions 178x134x120 mm 	12			

Contd...P/14.

Sr. No.	Description of Contract.	Qty required	Rate unit Rs.	Amount Rs.	M/S
3.	<p>RECEIVER</p> <ul style="list-style-type: none"> - Beam reception - Operating Range 360 degree - Laser RPM 304.8m (1000ft) radius, laser dependent - Vertical reception Minimum – 150, Maximum – 1200 - Accuracy 170mm - Power Set at control box - LED display 10-30 VDC - Out of beam indication Red = Hi/Low, On-grade = green - Dimensions High and Low - Mounting pipe 241 (length) x 111 (width) x 47mm (depth) - Operating temperature O.D. round tube: 42-50 mm - -20 degree +60 degree centigrade 				
4.	<p>LEVEL EYE DETECTOR</p> <p>Light weight compact detector, with audio signal, LCD display, showing position of receiver relative to laser beam i.e. above grade, on grade, and below grade. Super bright LCD display, Operating temperature -27 to +50 degrees centigrade. Auto shut off if level does not detect the laser beam, for 30 minutes, Fully water proof, strong, lightweight, magnesium housing, can survive a 3-meter drop onto concrete. Sensitivity, fine 1.0 mm to coarse 6 mm, Disposable 1.5 X 2 battery.</p>				
5.	<p>POWER MAST</p> <p>It is used to control receiver elevation from tractor with the help of control box mounted on tractor. Specifications available with the scraper detail.</p>				
6.	<p>CABLE KIT</p> <p>There are three cables provide with laser system</p> <p>Cable for power supply directly connected with 12V tractor battery and control box.</p> <p>Cable receiver and control box</p> <p>Cable for solenoid valve assembly and control box</p>				
7.	<p>TRIPOD</p> <p>Metallic heavy duty, folding with elevating base capable of mounting the transmitter with fine height adjustment from 600-850mm, minimum height 3 meters with transmitter.</p>				

Contd...P/15.

Sr. No.	Description of Contract.	Qty required	Rate unit Rs.	Amount Rs.	M/S
8.	<p>SOLENOID VALVE ASSEMBLY Valve assembly is fixed on the laser scraper and is used to control hydraulic flow to run the system.</p> <p>It Has (4) Major Components</p> <ol style="list-style-type: none"> 1. Solenoid control valve (Upper Portion) 2. Pilot control valve (Middle Portion) 3. Pressure control valve (Base) 4. Unidirectional control valve (Rear Left) <p><u>LASER OPERATED SCRAPER (SPECIFICATION)</u></p> <p>General Type Semi trailed Hitching Tow hook attached with tractor over PTO (Part of Tractor) Tractor Power Minimum 65 HP</p> <p>Requirement Tyres 4 Nos Type Pneumatic Size 6.50-14 (8-10 PLY) Make General or Silver Stone or equivalent</p> <p>Bearings Type 4 Nos Size Tapered roller with grease housing 2 Nos 7511 & 7509 or 32209 & 32211 or equivalent Make NTN or SKF (Japan) with external dust cover seal.</p> <p>Parking Stand Soil Capacity 1 Nos provided near two hook 1.0 to 2.0 cubic meters</p> <p>Overall Dimensions Overall length 4150 to 4400 mm Overall height 1600-1800 mm approximately depending upon the height of electric mast. Overall width 2470 to 2500 mm Approx. weight. 900 to 1000 kg</p>				

Contd...P/16.

Sr. No.	Description of Contract.	Qty required	Rate unit Rs.	Amount Rs.	M/S
<p>Material Specifications</p> <p>Bucket Body</p> <p>Made from 2440 X 700 X 7-8 mm M.S sheet. Bucket height 700-720 mm, reinforced at top with Z-type sheet made from 2440X380 X 7-8 mm MS sheet</p> <p>Side Walls (Internal)</p> <p>02 Nos, 700X215X10 mm M.S. sheet welded to bucket body</p> <p>Side Walls (External)</p> <p>02 Nos, 700X565X10 mm M.S. sheet bolted to internal side walls, Reinforced at front with 750X60 mm by L-Key bend.</p> <p>Adjustable Side Walls</p> <p>2Nos 500X125X10 mm MS sheet bolted with external side walls (Internal) adjustable according to scraper angle.</p> <p>Braces</p> <p>02Nos. 570X50X7-8 mm MS flat</p> <p>Cutting Edge</p> <p>Reversible double side edge 2430X150x16-18mm</p> <p>Draw Bar</p> <p>Pipe</p> <p>2030 mm long, 138 mm outer dia MS pipe of 5-6mm wall thickness. Pipe ends closed with 140X140X15-20mm MS plates</p> <p>Tong</p> <p>02 Nos 230X100X15-16 mm MS plates reinforced with</p> <p>Hook</p> <p>02 Nos 360X60X12-13 mm M.S. plate</p> <p>Forged steel 350-400 mm long hook outer dia 100-110 mm, inner hole 40-50 mm, outer pipe dia 80 mm wall thickness 6 mm welded to inside above tong plates (2 Nos M.S plates 230X100X15-16 mm)</p> <p>Diagonal Links</p> <p>02 Nos left hand threads, 38 mm dia. 02, right hand threads, 38 mm dia.</p> <p>Eyeball Screws</p> <p>02 Nos, 4-5 mm wall thickness, 1370-1500 mm long, outer dia 58-60 mm including eye ball and screw.</p> <p>Pipe</p> <p>04 Nos.</p> <p>Eye balls</p> <p>04 Nos. 125-140 mm L-23mm dia, M.S round with safety pins.</p> <p>Pins</p> <p>Upper plate welded to draw bar pipe</p> <p>Links Brackets on pipe</p> <p>02 Nos. 152X100X15-16 mm M.S lower plate</p> <p>01 Nos 345X100X15-16 mm M.S with pin holes.</p> <p>Links Brackets (on bucket)</p> <p>04 Nos welded to the bucket plate & side wall, 100X85X15-16 mm M.S plates with pin holes.</p> <p>Tow bar Coupling</p> <p>02 Nos M.S plates welded to pipe 420X150X10mm</p>					

Contd...P/17.

Sr. No.	Description of Contract.	Qty required	Rate unit Rs.	Amount Rs.	M/S
Attachment	<p>02 Nos M.S. plates welded to bucket body, 540X200X10 mm Hydraulic Assembly with adjustable tow bar height, 02 Nos bolts 25-30 mm dia 02 Nos reinforcement plates 390X100X10 mm from lower side. 01 Nos 200X200X6 mm MS plate welded at bucket base for reinforcement of above plate 02 Nos reinforcement plates 670X100X10 mm at top</p>				
Electric Mast	<p>For Laser receiver with following specifications MS pipe 1000 mm long, 100 mm dia, 3-4 mm wall thickness with extendable SS pipe (operated by DC electric motor) compatible to mount receiver at the top. ii) Overall length approxi. 1450mm, extended length about 2250mm provided with control box to be mounted at tractor to raise or lower the receiver height. iii) Weight 25kg iv) Foundation Inverted U-type 300X200X10 mm MS plate/channel adjustable Base for fixing Electric Mast.</p>				
Hydraulic Jack Frame	<p>02 Nos 800X85X18 mm MS flat L-Shaped or angle that makes right position of jack welded to bucket on Z-reinforcement sheet at center. 01 Nos bolt/pin 200 mm long, 28mm dia with spacer pipe. 02 Nos 200X85X18mm MS flat welded in line with above two pieces below z-reinforcement sheet along bucket curve.</p>				
Hydraulic Jack	<p>01 Nos 410 mm long, 90 mm outer dia, piston dia 40 mm double acting with two jack pins 140 mm and 190mm long 28-32 mm dia MS round.</p>				
H-Frame Boxes	<p>02 Nos 200X200X6-7 mm MS sheet, 800 mm long ends closed with 04 Nos 200X200X6-7 mm MS sheet 01 Nos box 200X200X6-7 mm MS sheet 800 mm long</p>				
Coupling Assembly	<p>02 Nos hooks eye ball type, 40 mm hole, outside dia 120 mm, 40 mm X 140 mm long MS. 02 Nos MS plates 200x40X40 mm welded at both ends of H-frame to fix the above hooks. 02 Nos pins, 40 mm dia, 145 mm long. 02 Nos of plates 200X120X25 mm MS plates be welded below Z-reinforcement present on bucket at two places to hold above 2 Nos hooks eye ball type, having 40 mm hole for fixing pins.</p>				

Contd...P/18.

Sr. No.	Description of Contract.	Qty required	Rate unit Rs.	Amount Rs.	M/S
Hydraulic Jack	02 Nos 200X80X15-16mm MS plates welded to H-frame reinforced at base with Bracket170X170X6-7mm MS plate.				
Axel Attachment	02 Nos MS sheet 430X270X10mm plus a L-Key bend measuring 65mm welded to H-frame.				
Axle	01 Nos 2050X63X63 mm MS square/round bar with ends to mount 04 Nos bearings bolted to H-frame using 02 Nos 200X50X16 mm flates welded with axel.				
Hydraulic Hoses	2 Nos Hydraulic pipe minimum pressure 3500 PSI inner dia 12-13mm length 15 feet Suction/Delivery.				
Hydraulic Hoses	2 Nos Hydraulic pipe minimum pressure 3500 PSI inner dia 12-13mm length 04 feet.				
Solenoid Control Valve	Type Electric control spool type Compatibility For Hydraulic control of Laser Scraper Power Source 12V DC through Laser Control Panel Operating Pressure 500-3000 PSI (Maximum) Flow Control Valve 1 in line				
Paint	Double coating after red oxide and surface finish				
Warranty: Standards					

Contd...P/19.

Sr. No.	Description of Contract.	Qty required	Rate unit Rs.	Amount Rs.	M/S
3.	<p>Seed Germinator Power: 220 to 240V 50Hz Dimensions Internal 840 x 1090 x 610mm External 1680 x 1820 x 840mm 560 liters Volume Temperature Range Humidity Range Illumination Light intensity Microprocessor: Automatic defrosting device Patented DC/T cooling system Environment friendly refrigerant R 134a Fluora growth lamps, can be switched in three groups Operation with normal tap water Maintenance: Free capacitive precision humidity sensor UPS connection Stabilizer as per Seed Germinator requirement Warranty: Standard</p>	12			

- Bidders must fill the specification column and must supply the related original brusher.

Signature and Stamp of Bidder

Section VI. Sample Forms

Sample Forms

1. *BID FORM AND PRICE SCHEDULES*
2. *BID SECURITY FORM*
3. *CONTRACT FORM*
4. *PERFORMANCE SECURITY FORM*
5. *QUALIFICATION/CHECK LIST*

1. Bid Form and Price Schedules

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

Gentlemen and /or Ladies:

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

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

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

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

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

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

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

(if non, stat "none")

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____

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

Signature of Bidder _____

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

³Must be included if required under ITB 11.2

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 not 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

THIS AGREEMENT made the ____ day of _____ 20__ between *[name of procuring agency]* of, *[country of procuring agency]* (hereinafter called “the procuring agency”) of the one part and *[name of supplier]* of *[city and country of Supplier]* (hereinafter called “the supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.

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

- (a) The bid form and the price schedule submitted by the bidder;
- (b) The schedule of requirements;
- (c) The technical specifications;
- (d) The general conditions of contract;
- (e) The special conditions of contract; and
- (f) The procuring agency’s notification of award.

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

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

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

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

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

4. Performance Security Form

To:

[name of Procuring agency]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Qualification / Check List

ITB 13.3 (d)	<i>Qualification requirements.</i>	Yes	No
	(i) Location of shop/ office/ Workshop/ Laboratory (Complete Address with, Phone, Fax, e-mail, Website address): The participating Bidder (The manufacturer / producer/) or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier.		
	(ii) Registration: The Bidder/Manufacturer / authorized Dealer, authorized Distributor, Authorized Supplier, Registration Certificate.		
	(iii) Profile: Complete profile of Manufacturer, and authorized Bidder/ Manufacturer / authorized Dealer, authorized Distributor, Authorized Supplier.		
	(iv) Authority: The Bidder (The manufacturer / producer) or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier or Authorized Person, only can submit the bid.		
	(v) Tax Payer: The participating Bidder (The manufacturer / producer/) or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier only can submit the bid, must be Registered, Tax payer (I.T, Professional Tax, SRB and GST etc).		
	(vi) Spare parts, and repair: The participating bidder, must assure for spare parts, Repair Facilities and Warranty of the item he is offering.		
	(vii) Delivery, Installation: The bidder will Supply/ Deliver the item on the Specified location, and will be responsible for Installation.		
	(viii) Experience/ Reference: Experience in Related field, not less than 03 years. The Bidder must supply at least three references for Supply of the items and satisfactory Services and working Certificates / Letter from the procuring Agencies under Reference.		
	(ix) Services: The Bidder will provide Services (Service Free of Cost up to warranty period and services on payment after expiry of Warranty period).		
	(x) Financial Stability: Bank Statement showing financial Stability to deliver the contract.		

Important: The bidder (s) giving 100% of answers in yes would qualify

Sindh Public Procurement Regulatory Authority

BIDDING DOCUMENTS
FOR
NATIONAL COMPETITIVE BIDDING



Government of Sindh

PROCUREMENTS OF GOODS

PART ONE (FIXED)

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

Preface

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

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

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

Table of Contents – Part One

PART ONE – SECTION I. INSTRUCTIONS TO BIDDERS.....3

TABLE OF CLAUSES.....4

PART ONE – SECTION II. GENERAL CONDITIONS OF CONTRACT.....12

TABLE OF CLAUSES.....13

Part One – Section I.

Instructions of Bidders

Table of Contents

A.	INTRODUCTION	05
1.	Source of Funds	05
2.	Eligible Bidders	05
3.	Eligible Goods and Services	05
4.	Cost of Bidding	05
B.	THE BIDDING DOCUMENTS	05
5.	Content of Bidding Documents	05
6.	Clarification of Bidding Documents	05
7.	Amendment of Bidding Documents	05
C.	PREPARATION OF BIDS	06
8.	Language of Bid	06
9.	Documents Comprising the Bid	06
10.	Bid Form	06
11.	Bid Prices	06
12.	Bid Currencies	06
13.	Documents Establishing Bidder's Eligibility and Qualification	06
14.	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	06
15.	Bid Security	07
16.	Period of Validity of Bids	07
17.	Format and Signing of Bid	07
D.	SUBMISSION OF BIDS	07
18.	Sealing and Marking of Bids	07
19.	Deadline for Submission of Bids	08
20.	Late Bids	08
21.	Modification and Withdrawal of Bids	08
E.	OPENING AND EVALUATION OF BIDS	08
22.	Opening of Bids by the Procuring Agency	08
23.	Clarification of Bids	08
24.	Preliminary Examination	08
25.	Evaluation and Comparison of Bids	09
26.	Contacting the Procuring Agency	10
F.	AWARD OF CONTRACT	10
27.	Post-Qualification	10
28.	Award Criteria	10
29.	Procuring Agency's Right to Vary Quantities at Time of Award	10
30.	Procuring Agency's Right to Accept any Bid and to Reject any or All Bids	10
31.	Notification of Award	10
32.	Signing of Contract	11
33.	Performance Security	11
34.	Corrupt or Fraudulent Practices	11

INSTRUCTIONS TO BIDDERS

A. Introduction:

1. Source of Funds:

1.1 The Procuring agency has received / applied for provincial government funds from the source(s) indicated in the bidding data in Pak Rupee towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this funds will be applied to eligible payments under the contract for which these bidding documents are issued.

1.2 Payment by the fund will be made only at the request of the procuring agency and upon approval by the Government of Sindh, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders:

2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.

2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any Government Organization in accordance with sub clause 34.1.

3. Eligible Goods and Services:

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

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

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

4. Cost of Bidding:

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

B. The Bidding Documents:

5. Content of Bidding Documents:

5.1 The bidding documents include:

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

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

6. Clarification of Bidding Documents:

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

7. Amendment of Bidding Documents:

7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be bidding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids:

8. Language of Bid:

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

9. Documents Comprising the Bid:

9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form, a Price Schedule completed in accordance with ITB Clauses 10.11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form:

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

11. Bid Prices:

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies:

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

13. Documents Establishing Bidder's Eligibility and Qualification:

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

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the

Procuring agency's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

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

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security:

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
- (b) irrevocable encashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32; or
 - (ii) to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids:

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity.

The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid:

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids:

18. Sealing and Marking of Bids:

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids:

19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids:

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

21. Modification and Withdrawal of Bids:

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids:

22. Opening of Bids by the Procuring agency:

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

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

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

22.4 The Procuring agency will prepare minutes of the bid opening.

23. Clarification of Bids:

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

24. Preliminary Examination:

24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation.

The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

25. Evaluation and Comparison of Bids:

25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

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

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

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

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

(b) *Delivery schedule.*

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

or

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

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

(c) *Deviation in payment schedule.*

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

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

(d) *Cost of spare parts.*

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

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

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

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

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

(f) Operating and maintenance costs.

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

(g) Performance and productivity of the equipment.

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

or

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

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

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

Alternative

25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet. [In the Bid Data Sheet, choose from the range of] Evaluated price of the goods 60 to 90 Cost of common list spare parts 0 to 20, Technical features, and maintenance and operating costs 0 to 20, Availability of service and spare parts 0 to 20 Standardization 0 to 20 = Total 100

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

26. Contacting the Procuring agency:

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

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

F. Award of Contract

27. Post-qualification:

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

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

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

28. Award Criteria:

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

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

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

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

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

31. Notification of Award:

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

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

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

32. Signing of Contract:

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

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

33. Performance Security:

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

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

34. Corrupt or Fraudulent Practices:

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

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

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

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

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

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

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions:

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

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

2. Application

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

3. Country of Origin:

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Technical Specifications:

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

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

5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights:

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance Security:

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

21. Subcontracts:

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

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

22. Delays in the Supplier's Performance:

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

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

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

23. Liquidated Damages:

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

24. Termination for Default:

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

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure:

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

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

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

26. Termination for Insolvency:

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

27. Termination for Convenience:

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's

Notes on the Instructions to Bidders

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

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

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

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