

GOVERNMENT OF SINDH



IRRIGATION DEPARTMENT

BIDDING DOCUMENTS

FOR

PROCUREMENT OF GOODS & SERVICES FOR REPAIR & MAINTENANCE OF HYDRAULIC EXCAVATORS

NO. SKP/G-141/ 227 /of 2016.

Hyderabad Dated: 29-02-2016.

EXECUTIVE ENGINEER,
FEEDER DIVISION HYDERABAD

Sindh Public Procurement Regulatory Authority

Bidding Documents

For

National Competitive Bidding

Pakistan

Procurement 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 to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

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

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Part One - Section I.
Instructions to Bidders

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Instructions to Bidders

A. Introduction

1. Source of Funds

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

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

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 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 inquiry) 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 binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB

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

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

10. Bid Form 10.1 The Bidder shall complete the Bid Form and the appropriate

Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

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

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

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

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

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

**13. Documents
Establishing
Bidder's**

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

Eligibility and

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

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

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

14. Documents 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.

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

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 nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

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

(c) *Deviation in payment schedule.*

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

or

- (ii) The SCC stipulates the payment schedule offered by

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

(d) *Cost of spare parts.*

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

or

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

or

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

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

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

(f) *Operating and maintenance costs.*

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

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

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

or

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

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

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

Alternative

25.4 Merit Point System:

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

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

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

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

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

F. Award of Contract

- 27. 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 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as **Practices** Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009

and Rules made thereunder:

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

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

Part One - Section II.
General Conditions of Contract

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General Conditions of Contract

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

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

2. Application

2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

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

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

- 5.1 The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.

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

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

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

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

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

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

(b) a cashier's or certified check.

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

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

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

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

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing 9.1 The Supplier shall provide such packing of the Goods as is

required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and 10.1 Delivery of the Goods shall be made by the Supplier in **Documents** accordance with the terms specified in the Schedule of

Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

- 10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

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

related costs shall be included in the Contract Price.

13. Incidental 13.1 The Supplier may be required to provide any or all of the **Services** following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

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

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

15. Warranty 15.1 The Supplier warrants that the Goods supplied under the

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

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

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

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

15.5 If the Supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

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

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

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

16.4 The currency of payment is Pak. Rupees.

17. Prices

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

18. Change Orders

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

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

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be

made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

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

- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

- 23. Liquidated** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or

Damages

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

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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

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

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

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

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

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

27. Termination for Convenience 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring agency at the

Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

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

31. Notices 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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

Notes on the Instructions to Bidders

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

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

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

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

Notes on the General Conditions of Contract

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

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

Sindh Public Procurement Regulatory Authority

Bidding Documents

For

National Competitive Bidding

Procurement of Goods

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

Preface

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

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

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

- (a) Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- (c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.

- (d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- (e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- (f) The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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Part Two

Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) shall be issued as an advertisement in at least three newspaper of general circulation in the Province of Sindh or Authorities web site as the case may be, allowing at least fifteen days for NCB and forty five days(45) ICB for bid preparation and submission ;

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) and that the bidders should give their best and final prices as no negotiations are allowed.

The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

Invitation for Bids

Date: *[date of issuance of IFB]* _____

IFB N^o: _____

1. The *[name of Procuring agency]* has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of *[name of Project]*. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for *[title of contract]*.
2. The *[name of the Procuring agency]* now invites sealed bids from eligible bidders for the supply of *[brief description of the goods and related services]*.
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of *[name of appropriate purchasing unit]* *[mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers]*.
4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a nonrefundable fee of *[amount in Pak. Rupees]*
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 thereunder which also conform to the requirements of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan, Part One*.
6. Bids must be delivered to the above office on or before *[time]* on *[date]* and must be accompanied by a security of *[fixed sum or percentage]*.
7. Bids will be opened in the presence of bidders' representatives who choose to attend at *[time and date]* at the offices of *[address of appropriate office]*.
8. The bidders are requested to give their best and final prices as no negotiations are expected.

Section II. Bid Data Sheet

Notes on the Bid Data Sheet

Section II is intended to assist the Procuring agency in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Part one Section I, and has to be prepared for each specific procurement.

The Procuring agency should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Procuring agency, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section II, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Part One Section I must be incorporated.
 - (b) Amendments and/or supplements, if any, to provisions of Part One Section I as necessitated by the circumstances of the specific procurement, must also be incorporated.
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VOLVO EXCAVATOR (EC-210 BLR)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
1	Sleeve	Each	
2	Piston STD Size	Each	
3	Piston Ring Set STD	P.Set	
4	Piston Pin 8M-9805	P.Set	
5	Piston Lock 8M-8064	Each	
6	Valve Exhaust 9L-7683	Each	
7	Valvue Inlet 9L-7682	Each	
8	Bearing for Cam Shaft 9L-8072	Each	
9	Connecting Rod Bearing 9L-5082	Each	
10	Main Bearing	P.Set	
11	Big End bearing	P.Set	
12	Bolt for Connecting Rod 9N-3882	Each	
13	Nut for Connecting Rod 9N-7669	Each	
14	Seal 9L-7600 Rear	Each	
15	Main Oil Front 9N-307	Each	
16	Head Gas Kit	Each	
17	Sht Off Switch 6N-9976	Each	
18	Fen Belt Set 9S-6760 (3 Nos)	P.Set	
19	Nozzle Assembly 4W-7011	Each	
20	Plunger & Barrel Assyl 6N-7527	Each	
21	Fuel Injection Pump Seal Kit	P.Kit	
22	Priming Pump Group 4N-04314	Each	
23	Joint Assembly 8K-2518	Each	
24	Joint Assembly Shaft Complete	Each	
25	Fly Wheel Ring APS	Each	
26	Cam Shaft Gear Assembly 1N-4660	Each	
27	Lifter 9N-5786	Each	
28	Rod Assembly 9N-8623	Each	
29	Bolt 1P-4540	Each	
30	Cam Shaft Pin 9N-6218	Each	
31	Cam Shaft Dowel 9L-7082	Each	
32	Gas Kit 4F-9325 (Cam Shaft)	P.Kit	
33	Water Pump (Body) 9N-3654	Each	
34	Washer 5M-2894	Each	
35	Water Pump Group 9N-6147	Each	

VOLVO EXCAVATOR (EC-210 BLR)

SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
36	Seal 9N-5697	Each	
37	Pully 9N-3899	Each	
38	Shaft 9N-3078	Each	
39	Bearing 5P-7807	Each	
40	Spacer 9N-3079	Each	
41	Impeller 9N-0139	Each	
42	Cylinder Head Group 9N-5819	Each	
43	Lock 2A-4429	Each	
44	Retainer 1W-4260	Each	
45	Spring 1W-4259	Each	
46	Washer 9N-5565	Each	
47	Insert Exhaust 9N-2837	Each	
48	Insert Exhaust 2N-8943	Each	
49	Cap Assembly 9L-8439	Each	
50	Cover 9L-7430	Each	
51	Bolt 9L-8925	Each	
52	Gas Kit 9L-7490	P.Kit	
53	Cover 9L-7429	Each	
54	Valve Assy: 9L-8790	Each	
55	Gas Kit 9L-8786	P.Kit	
56	Hose 9N-5968	Each	
57	Pully Assembly 6N-7056	Each	
58	Shield 9L-5968	Each	
59	Pointer 9N-306	Each	
60	Fan Assembly 1W-148	Each	
61	Bolt 1F-6296	Each	
62	Fly Wheel Housing Group 9N-529	Each	
63	Bolt 1A-2090	Each	
64	Washer 9I-9132	Each	
65	Bolt 1D-4566	Each	
66	Washer 2N-849	Each	
67	Gas Kit 9N-6098	P.kit	
68	Housing 9N-105	Each	
69	Oil Pump Group Centre Pump 4N-8853	Each	
70	Gas Kit 9L-8016	P.kit	

VOLVO EXCAVATOR (EC-210 BLR)

SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
71	Bolt 9L-9173	Each	
72	Pin Assembly 2N-2427	Each	
73	Seal R-360	Each	
74	Rotter Assembly 9N-3207	Each	
75	Cover Assembly 9N-976	Each	
76	Guide 9L-7635	Each	
77	Spring 9L-9235	Each	
78	Plunger 9L-9235	Each	
79	Screw 9L-9596	Each	
80	Radiator Group 1W-4503	Each	
81	Radiator Core Assembly 1N-4343	Each	
82	Core Assembly 9L-6251	Each	
83	Oil Filter 8N-9586	Each	
84	Fuel Filter 1P-2299	Each	
85	Air Cleaner Filter Inner 2S-1286	Each	
86	Air Cleaner Filter Outer 7W-5317	Each	
87	Water Separator 8W-9803	Each	
88	Pre-Air Cleaner Class 1N-7250	Each	
89	Elect: Starter Motor Group 24 Volt 7S-3622	Each	
90	Alternator Group 6N-9244	Each	
91	Pump Drive Group 7V-5975	Each	
92	Gear 8K-0442 (94 Theet)	Each	
93	Gear 7V-5979	Each	
94	Seal 3F-8733	Each	
95	Seal 5F-3106	Each	
96	Guage Oil 7V-07334	Each	
97	Seal 8M-446	Each	
98	Gas Kit 7J-8114	P.Kit	
99	Shim Pack 8K-2432	Each	
100	Swing Drive Group 8K-0164	Each	
101	Hyd: Track Group 9J-7907	Each	
102	Plate 2P-9703	Each	
103	Cone 8J-423	Each	
104	Head Group 3G-3286	Each	
105	Gas Kit 8J-499	P.Kit	

VOLVO EXCAVATOR (EC-210 BLR)

SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
106	Plate 3G-2859	Each	
107	Bearing 3G-6910	Each	
108	Plate 3G-6971	Each	
109	Plate 8J-9966	Each	
110	Piston Assy: 9J-4936	Each	
111	Spring 8J-483	Each	
112	Barrel Assembly 9J-4936	Each	
113	Shaft 8J-8654	Each	
114	Gear Pump Group 3G-4466/Poilet Pump	Each	
115	Coupling 3G-1859	Each	
116	Ring 2J-6356	Each	
117	Piston Motor Group 3G-0784 Travel Motor	Each	
118	Sowel Group 9J-3567/Sowel Motor	Each	
119	Plug 9S-8005	Each	
120	Rotter 9J-3565	Each	
121	Seal 8J-388	Each	
122	Washer 8J-389	Each	
123	Cap 8J-394	Each	
124	Screw 4K-1493	Each	
125	Retainer 8J--392	Each	
126	Boom Cylinder Seal Kit	P.Kit	
127	Bearing Assembly 8J-4411	Each	
128	Seal Assembly 8J-5919	Each	
129	Bearing Assembly 8J-4589	Each	
130	Seal Assembly 8J-5960	Each	
131	Stick Cylinder Seal Kit	P.Kit	
132	Bucket Cylinder Seal Kit 8J-1698	P.Kit	
133	Sowel Motor Seal Kit	P.Kit	
134	Parking Break Seal Kit	P.Kit	
135	Grease Cylinder Seal Kit	P.Kit	
136	Hydraulic Hose Assembly 8K-3214	Each	
137	Hydraulic Hose Assembly 8K-3215	Each	
138	Hydraulic Hose Assembly 8K-3209	Each	
139	Hydraulic Hose Assembly 8K-3211	Each	
140	Hydraulic Hose Assembly 8K-3219	Each	

VOLVO EXCAVATOR (EC-210 BLR)

SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
141	Hydraulic Hose Assembly 8K-3213	Each	
142	Hydraulic Hose Assembly 8K-3208	Each	
143	Hydraulic Hose Assembly 8K-3202	Each	
144	Hydraulic Hose Assembly 8K-3210	Each	
145	Hydraulic Hose Assembly 8K-4005	Each	
146	Hydraulic Hose Assembly 8K-3077	Each	
147	Hydraulic Hose Assembly 8K-9171	Each	
148	Hydraulic Hose Assembly 8K-9732	Each	
149	Hydraulic Hose Assembly 3V-1481	Each	
150	Hydraulic Hose Assembly 4V-6019	Each	
151	Hydraulic Hose Assembly 4V-9219	Each	
152	Hydraulic Hose Assembly 7V-7280	Each	
153	Hydraulic Hose Assembly 7V-7281	Each	
154	Hydraulic Hose Assembly 8K-3220	Each	
155	Hydraulic Hose Assembly 8K-4810	Each	
156	Hydraulic Hose Assembly 8K-4003	Each	
157	Hydraulic Hose Assembly 8K-0768	Each	
158	Hydraulic Hose Assembly 8K-4072	Each	
159	Hydraulic Hose Assembly 8K-973	Each	
160	Hydraulic Hose Assembly 8K-1691	Each	
161	Hydraulic Hose Assembly 8K-5527	Each	
162	Hydraulic Hose Assembly 8K-5525	Each	
163	Hydraulic Hose Assembly 5V-5524	Each	
164	Hydraulic Hose Assembly 5V-5526	Each	
165	Hydraulic Hose Assembly 5V-5529	Each	
166	Hydraulic Hose Assembly 2V-0153	Each	
167	Hydraulic Hose Assembly 2V-0995	Each	
168	Hydraulic Hose Assembly 2V-0554	Each	
169	Hydraulic Hose Assembly 2V-0592	Each	
170	Hydraulic Hose Assembly 2V-0596	Each	
171	Hydraulic Hose Assembly 2V-8572	Each	
172	Hydraulic Hose Assembly 3V-8853	Each	
173	Hydraulic Hose Assembly 3V-9614	Each	
174	Hydraulic Hose Assembly 3V-8850	Each	
175	Hydraulic Hose Assembly 7V-1073	Each	

VOLVO EXCAVATOR (EC-210 BLR)**SCHEDULE OF PRICE**

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
176	Hydraulic Hose Assembly 9V-1670	Each	
177	Hydraulic Hose Assembly 9V-1671	Each	
178	Hydraulic Hose Assembly 8V-8646	Each	
179	Hydraulic Hose Assembly 6V-2445	Each	
180	Hydraulic Hose Assembly 6V-4640	Each	
181	Hydraulic Hose Assembly 1P-3703	Each	
182	Hydraulic Hose Assembly 1P-3704	Each	
183	Hydraulic Hose Assembly 1P-3705	Each	
184	Hyd: Filter /Element 7J-670	Each	
185	Hyd: Filter /Element Oil 4J-816	Each	
186	Hyd: Element 9M-974	Each	
187	Hyd: Seal 1M-1828	Each	
188	Stick Pin	Each	
189	Stick Bush	Each	
190	Fork Bush	Each	
191	Boom Bush	Each	
192	Bucket Pin	Each	
193	Bucket Bush	Each	
194	Bracket Bush	Each	
195	Sleeve	Each	
196	Side Spacer Stick APS	Each	
197	Side Spacer Bucket APS	Each	
198	Pin 2V-705	Each	
199	Pin 2V-1722	Each	
200	Pin 3V-4874	Each	
201	Pin 2V-1720	Each	
202	Pin 5L-3784	Each	
203	Pin 9T-2358	Each	
204	Washer 2K-457	Each	
205	Final Drive Group 4V-9296	Each	
206	Sprocket 5V-4969	Each	
207	Washer 3S-6162	Each	
208	Gear 8K-2738 (45 Theet)	Each	
209	Race & Roller Assembly 2F-9063	Each	
210	Pionin 12 Theet 8K-2733	Each	

VOLVO EXCAVATOR (EC-210 BLR)

SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
211	Gas Kit 8K-2747	Each	
212	Front Idler Group 8K-2623	Each	
213	Idler Assembly 3V-5131	Each	
214	Carrier Roller Group 4S-2730	Each	
215	Roller Assembly 9S-5320	Each	
216	Shaft 9S-7365	Each	
217	Bearing Assembly 2P-8043	Each	
218	Bearing Inner 8P-6652	Each	
219	Seal 1H-6652	Each	
220	Rim Assembly 9S-9535	Each	
221	Collar Outer 5M-0627	Each	
222	Shat 5M-1915	Each	
223	Collar Inner 1M-3812	Each	
224	Track Chain Link Right 3P-7152	Each	
225	Track Chain Link Left 3P-7153	Each	
226	Track Chain Pin 4M-5989	Each	
227	Track Chain Bush 4M-5991	Each	
228	Track Chain Bolt 1S-1860	Each	
229	Track Chain Nut 1S-1859	Each	

JOB WORK

1	Head Facing seat cutting & new valve fitting	P.Job	
2	Block Boring & checking	P.Job	
3	Crank shaft turning	P.Job	
4	Cam shaft turning	P.Job	
5	Connecting Rod Bush	P.Job	
6	Gear Box Repairing	P.Job	
7	Swing Motor rep: i.c replacement of seal kit	P.Job	
8	Triviling Motor repairing	P.Job	
9	Turbo repairing	P.Job	
10	Sproket wheel repairing	P.Job	
11	Idler wheel rep: i.c replacement of parts	P.Job	
12	Hydraulic Cooler Repairing	P.Job	
13	Rep: of Radiator Complete	P.Job	
14	Water Body Repairing	P.Job	
15	Generator Rep: i.c replacement of parts	P.Job	

VOLVO EXCAVATOR (EC-210 BLR)

SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
16	Hydraulic Fan Motor repairing	P.Job	
17	Injector Service & new Nozzle fitting	P.Job	
18	Rep:of swing Motor prov: new Bushes	P.Job	
19	Rep: of main control valve, Polishing & Facing its Plunger	P.Job	
20	Rep: of main pump Assy: prov: seal kit, Polishing its carriage & shaft	P.Job	
21	Mfg: Bucket Cylinder Piston Pin & Polishing	P.Job	
22	Rep: & prov: new Bushes shaft for carrier Roller comp: reconditioning	P.Job	
23	Rep: & prov: new Bushes & seal kit for track Roller & rep: its shaft, welding, turning its Body comp: reconditioning replacement of wiring prov: sealed beam cut out & relay	P.Job	
24	Rep: of Break Booster front i.c replacement of seal kit	P.Job	
25	Rep: of Radiator i.c replacement of its Top & Bottom	P.Job	
26	Rep: of self startor i.c new parts fitting	P.Job	
27	Callibration of Fuel injection pump i.c new parts fitting	P.Job	
28	Valve Grinding, Facing, Valve seat inlet & Exhaust	P.Job	
29	Hydraulic Leaver Rep: Left & Right prov: seal	P.Job	
30	Rep: of water pump i.c seal, Bearing fitting	P.Job	
31	Rep: of Boom Jack Cylinder Piston & sleeve	P.Job	
32	Rep: of stick Jack Cylinder Piston & sleeve	P.Job	
33	Rep: of Boom Fork by Boring, Turning Mfg: new sleeve fitting & welding	P.Job	
34	Mfg: & prov: Boom Fork Bush fitting	P.Job	
35	Mfg: & prov: i.c side spacer	P.Job	
36	Mfg: & prov: Bucket Bush fitting	P.Job	
37	Rep: of Traveling Motor i.c replacement of parts	P.Job	
38	Rep: of Hydraulic motor & change defect parts	P.Job	
39	Rep: of swing Motor Replacement of defectiv parts	P.Job	
40	Rep: of sproket wheel by welding, turning & facing	P.Job	
41	Rep: of Carrier Roller shaft	P.Job	
42	Rep: of Carrier Roller	P.Job	
43	Booster repairing	P.Job	
44	Teeth Making	P.Job	
45	Bucket Repairing	P.Job	

CONTRACTOR

Executive Engineer,
Feeder Division Hyderabad

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
1	Piston STD	Each	
2	Piston Ring Set STD	P.Set	
3	Piston Pin STD	Each	
4	Retiainer Lock APS	Each	
5	Valve Exhaust APS	Each	
6	Value inlet APS	Each	
7	Valve Guide	P.Set	
8	Valve Seat	P.Set	
9	Cam Shaft bush	P.Set	
10	Sleave	Each	
11	Fly Wheel Copulling	Each	
12	Push Rod	Each	
13	Bearing for Cam Shaft APS	Each	
14	Connecting Rod Bearing APS	Each	
15	Main Bearing APS	P.Set	
16	Big end Bearing APS	P.Set	
17	Bolt for Connecting Rod APS	Each	
18	Nut for Connecting Rod APS	Each	
19	Seal Rear APS	Each	
20	Main Oil Seal Front APS	Each	
21	Head Gas Kit APS	P.Kit	
22	Fan Belt Set APS	P.Set	
23	Shut off Switch APS	Each	
24	Nozzle Assembly APS	Each	
25	Plunger & Barrel Assembly	Each	
26	Fuel Injeciton pump seal Kit	P.Kit	
27	Priming Pump Group	Each	
28	Joint Assembly APS	P.Set	
29	Joint Assembly Shaft	Each	
30	Fly Wheel Ring APS	Each	
31	Cam Shaft APS	Each	
32	Cam Shaft Gear Assembly APS	Each	
33	Lifter APS	Each	
34	Rod Assembly APS	Each	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
35	Bolt Assembly APS	Each	
36	Cam Shaft Pin APS	Each	
37	Cam shaft with nut bolt	Each	
38	Cam Shaft Gas Kit	P.Kit	
39	Cam shaft cover gas kit	P.Kit	
40	Cam Shaft Dowel APS	Each	
41	Top Kit	P.Kit	
42	Bottom kit	P.Kit	
43	Valve Inlet & Outlet seal	Each	
44	Bolt APS (Inter Pump/Body)	Each	
45	Bolt / Screw 3904446	Each	
46	Bucket 3925275	Each	
47	Lifter APS	Each	
48	Grease Bucket	Each	
49	Rotry assy: 3523318	Each	
50	Nut 3503562	Each	
51	Plunger 3503662	Each	
52	Screw 3503347	Each	
53	Bearing 3503100	Each	
54	Screw 3759912	Each	
55	Plate 3501188	Each	
56	Screw 3521184	Each	
57	Shield 3519302	Each	
58	Gas Kit 3709861	Each	
59	Gas Kit 37065575	Each	
60	Seal APS	Each	
61	Bolt APS	Each	
62	Pully APS	Each	
63	Shaft APS	Each	
64	Washer Aps	Each	
65	Water Pump Group APS	Each	
66	Fan bush	Each	
67	Fan Pully/Spacer3903816	Each	
68	Fan engine 1011-00540	Each	
69	Pully / tensioner 3922900	Each	
70	Bearing APS	Each	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
71	Gas Kit	Each	
72	Spacer APS	P.Kit	
73	Impeller APS	Each	
74	Ring APS	Each	
75	Lock APS (Cylinder Head Group)	Each	
76	Retainer	Each	
77	Spring Aps	Each	
78	Washer APS	Each	
79	Insert Exhaust	Each	
80	Insert Inlet	Each	
81	Plug PS	Each	
82	Bolt APS	Each	
83	Cap Assembly APS (TAPIT Cover)	Each	
84	Cover APS	Each	
85	Bolt APS	Each	
86	Gas Kit	Each	
87	Valve Assembly APS	P.Kit	
88	Screw APS	Each	
89	Cover APS	Each	
90	Hose APS	Each	
91	Bolt APS (Engine Main Pully)	Each	
92	Washer APS	Each	
93	Pully Assembly APS	Each	
94	Shield APS	Each	
95	Pointer APS	P.Kit	
96	Fan Assembly APS	Each	
97	Bolt APS	Each	
98	Bolt APS Front Housing Group / Timing Cover	Each	
99	Seal APS	Each	
100	Gas Kit	P.Kit	
101	Bolt APS (Fly Wheel Housing Group)	Each	
102	Washer APS	Each	
103	Bolt APS	Each	
104	Gas Kit	P.Kit	
105	Housing APS	Each	
106	Gas Kit APS (Oil Pan Group Centre Pump Chamber)	P.Kit	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
107	Bolt APS	Each	
108	Ran Assembly APS	Each	
109	Plug APS	Each	
110	Seal APS	Each	
111	Rooter Ass: APS (Oil Pump Group)	Each	
112	Bolt APS	Each	
113	Lock APS	Each	
114	Bolt APS	Each	
115	Cover Assembly APS	Each	
116	Guide APS	Each	
117	Spring APS	Each	
118	Screw APS	Each	
119	Radiator Core Ass:(Radiator Group)	Each	
120	Hose Assy:	Each	
121	Hose Assembly	Each	
122	Hose Assembly	Each	
123	Clip Assembly	Each	
124	Clip Assembly	Each	
125	Bolt APS (Engine Oil Coller)	Each	
126	Washer APS	Each	
127	Seal APS	Each	
128	Base Group APS	Each	
129	Plug APS	Each	
130	Cap APS	Each	
131	Fitting APS	Each	
132	Spring APS	Each	
133	Valve APS	Each	
134	Gas Kit APS	P.Kit	
135	Cover APS	Each	
136	Nut APS	Each	
137	Bolt APS	Each	
138	Cover APS	Each	
139	Lock Washer APS	Each	
140	Cable Assembly / Thirotor Wire	Each	
141	Oil Filter	Each	
142	Fuel Filter	Each	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
143	Water Separator	Each	
144	Cap APS	Each	
145	Bolt APS	P.Kit	
146	Gas Kit APS	P.Kit	
147	Hyd: Filter	Each	
148	Air Cleaner Filter Inner	Each	
149	Air Cleaner Filter Outer	Each	
150	Pre Air Cleaner Glass	Each	
151	Electric Starting Motor 24 Volt Self	Each	
152	Alternator Group (Generator)	Each	
153	Pump Drive Group Aps (Transmission)	Each	
154	Gear APS	Each	
155	Seal APS	Each	
156	Gauge Oil APS	Each	
157	Gas Kit APS	P.Kit	
158	Washer APS	Each	
159	Swing Drive Motor	Each	
160	Plate APS (Hyd: Pump)	Each	
161	Cone Aps (Hyd: Pump)	Each	
162	Bolt APS (Hyd: Pump)	Each	
163	Gas Kit APS (Hyd: Pump)	P.Kit	
164	Plate APS (Hyd: Pump)	Each	
165	Bearing APS (Hyd: Pump)	Each	
166	Plate APS (Hyd: Pump)	Each	
167	Piston APS (Hyd: Pump)	Each	
168	Spring APS (Hyd: Pump)	Each	
169	Barrel Assy: APS (Hyd: Pump)	Each	
170	Shaft APS (Hyd: Pump)	Each	
171	Coupling (POLLET PUMP)	Each	
172	Ring (POLET Pump)	Each	
173	Swiel Motor	Each	
174	Traveling Motor	Each	
175	Boom Cylinder Seal Kit	P.Kit	
176	Bearing Assembly APS	Each	
177	Seal Assembly APS	Each	
178	Bearing Assembly APS	Each	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
179	Seal Assembly APS	Each	
180	Stick Cylinder Seal Kit	P.Kit	
181	Bucket Cylinder Seal Kit	P.Kit	
182	Swell Motor Seal Kit	P.Kit	
183	Parking Break Seal Kit	P.Kit	
184	Grease Cylinder Seal Kit	P.Kit	
185	Hyd: Filter/Element APS	Each	
186	Hyd: Hose Seal APS	Each	
187	Stick Pin APS	Each	
188	Fork Bush APS	Each	
189	Boom Bush APS	Each	
190	Bucket Bush APS	Each	
191	Bucket Pin APS	Each	
192	Bracket Bush APS	Each	
193	Side Spacer Stick APS	Each	
194	Side Spacer Bucket APS	Each	
195	Final Drive Group APS	Each	
196	Front Idler Group APS	Each	
197	Carrier Roller Group APS	P.Set	
198	Track Roller Group APS	Each	
199	Track Chain Link Right APS	Each	
200	Track Chain Link Left APS	Each	
201	Track Chain Pin APS	Each	
202	Track Chain Bush APS	Each	
203	Track Chain Bolt APS	Each	
204	Track Chain Nut APS	Each	
205	Hose Inlet (Rediator) 1015-00110	Each	
206	Hose Inlet (Rediator) 1015-00220	Each	
207	Hose Assy: 1025-01410	Each	
208	Hose Assy: 1025-01820	Each	
209	Hose Assy: 1025-01340	Each	
210	Hose Assy: 1025-4830	Each	
211	Hose Assy: 0473-05617	Each	
212	Hose Assy: 0453-05518	Each	
213	House Assembly 0453-06216	Each	
214	House Assembly 0453-02341	Each	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
215	House Assembly 0453-2314	Each	
216	House Assembly 0473-05615	Each	
217	House Assembly 0453-04338	Each	
218	House Assembly 0453-04347	Each	
219	House Assembly 9451-02332	Each	
220	House Assembly 9451-2331	Each	
221	House Assembly 9453-02324	Each	
222	House Assembly 9453-02354	Each	
223	House Assembly 9453-02612	Each	
224	House Assembly 9453-02347	Each	
225	House Assembly 9454-02314	Each	
226	Housing 3522390	Each	
227	Diffuser 3522801	Each	
228	Seal Racket Angular 3502449	Each	
229	Shaft 3519336	Each	
230	Impeller 3521711	Each	
231	Baffle 3758848	Each	
232	Bearing 3525739	Each	
233	Ring Retaining 3762259	Each	
234	Housing 3528206	Each	
235	Seal 3756754	Each	
236	Housing 3519409	Each	
237	Clamp 3903652	Each	
238	Bearing 1081-00280	Each	
239	Ring Seal 1081-00200	Each	
240	Carrier Roller Shaft 1081-00210	Each	
241	Collar 1081-00221	Each	
242	Cover 1081-00250	Each	
243	Shell Roller 1081-03690	Each	
244	Bushing 1081-01100	Each	
245	Roller Shaft 1081-01090	Each	
246	Ring Seal APS	Each	
247	Plug 1081-00300	Each	
248	Shaft Assembly 1046-00590	Each	
249	Cover 1046-00600	Each	
250	Spacer 1046-00610	Each	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
251	Ring Retaining 5941-01090	Each	
252	Seal FZ-164610	Each	
253	O-Ring C 00067B	Each	
254	O-Ring C 00219B	Each	
255	Valve Spring 3900276	Each	
256	Connecting Rod	Each	
257	Retainer 3900299	Each	
258	Screw 3920780	Each	
259	Rod Push 3904679	Each	
260	Lever Rocker 3910811	Each	
261	Gear Fly Wheel 3905427	Each	
262	Engine Fane 1011-00540	Each	
263	Pump Tube Oil 3918210	Each	
264	Tappet Cover Gas Kit 3902666	P.Kit	
265	Oil Cooler Core 3918289	Each	
266	Nozzel Injector 3903313	Each	
267	Coupling 1012-01360	Each	
268	Temprature Gauge APS	Each	
269	Gauge Oil (APS)	Each	
270	Ampere Meter APS	Each	
271	Radiator Core APS	Each	
272	Hose Assembly 947-05616	Each	
273	Pipe Assembly 1043-00101	Each	
274	Hose Assembly 9453-04338	Each	
275	Hose Assembly 9453-02347	Each	
276	Hose Assembly 9495-15628	Each	
277	Hose Assembly 9495-06618	Each	
278	Pipe Assembly 1074-07310	Each	
279	Hose Assembly 9495-05620	Each	
280	Hose Assembly 9495-05634	Each	
281	Hose Assembly 9495-06634	Each	
282	House Assembly 9453-32616	Each	
283	Piston Gear 1750-62980	Each	
284	Star Gear (APS)	Each	
285	Sun Gear 7514-191	Each	
286	Sun Gear 7514-193	Each	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
287	Sun Gear 7514-196	Each	
288	Bushing 7591-011	Each	
289	Pin (APS)	Each	
290	Shim Pack (APS)	Each	
291	Lock (APS)	Each	
292	Plenty Gear (APS)	Each	
293	Bucket Teeth (APS)	Each	
294	Blade Side Right Hand (APS)	Each	
295	Blade Side Left Hand (APS)	Each	
296	Bolt (APS)	Each	
297	Nut (APS)	Each	
298	Bushing 1081-03270	Each	
299	Shaft 1081-02060	Each	
300	Ring Seal (APS)	Each	
301	Cup Seal (APS)	Each	
302	Washer (APS)	Each	
303	Spring Track Chain Ad: 1081-00550	Each	
304	Piston (APS)	Each	
305	Track Chain Grease Nipple (APS)	Each	
Job Work			
1	Head Facing Seat Cutting & New Valve Fitting	P.Job	
2	Block Boring & Checking	P.Job	
3	Crank Shaft Turning	P.Job	
4	Cam Shaft Turning	P.Job	
5	Connecting Rod Bush	P.Job	
6	Gear Box Repairing i.e	P.Job	
7	Swing Motor Repairing i.e Replacement of Seal kit	P.Job	
8	Traveling motor Repairing	P.Job	
9	Hydraulic Pump Repairing	P.Job	
10	Turbo Repairing by providing parts	P.Job	
11	sprocket Wheel Repairing etc	P.Job	
12	Idler Wheel Repairing i.e Replacement of Parts	P.Job	
13	Hydraulic Cooler Repairing	P.Job	
14	Radiator Rep: Washing & Cleaning	P.Job	
15	Water Body Repairing	P.Job	
16	Generator Rep: i.c Replcement of Parts	P.Job	
17	Hyd: Fan Motor Repairing	P.Job	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
18	Injector ser: & New Nozzle Fitting	P.Job	
19	Rep: of Swing Motor prov: New Bushes	P.Job	
20	Rep: of main control valve, polishing & facing its plunger	P.Job	
21	Rep: of main Pump Assy: prov: Seal, Kit, polishing its cartridge & Shaft	P.Job	
22	Manfg: Bucket Cylinder Piston Pin & polishing	P.Job	
23	Rep: & Prov: new bushes & seal kit for Carrier Roller Comp: reconditioning	P.Job	
24	Rep: & Prov: new bushes & seal kit for track Roller & rep: its shaft & welding, turning its body comp: reconditioning	P.Job	
25	Replacement of wiring prov: sealed beam cut out & Relay	P.Job	
26	Rep: of Break Booster Front i/c Replacement of Seal Kit.	P.Job	
27	Rep: of Brak Booster Rear i/c Replacement of seal kit	P.Job	
28	Rep: of Radiator i/c replacement of its Top & Bottom	P.Job	
29	Rep: of Self starter i/c new parts, fitting & servicing	P.Job	
30	Celebration of Fuel injection Pump new parts fitting.	P.Job	
31	Valve Grinding, facing required size, valve seat inlet & Exhaust	P.Job	
32	Hydraulic Leaver rep: left & right providing seal	P.Job	
33	Rep: of water pump i/c Seal, Bearing & New Part fitting	P.Job	
34	Parts of Boom Jack Cylinder Piston & Sleeve	P.Job	
35	Rep: Stick Jack Cylinder Piston & Sleeve	P.Job	
36	Rep: of Boom Fork by Boring, Turning mfg: new Sleeve fitting & welding	P.Job	
37	Mfg: & prov: Boom Fork Bush Fitting	P.Job	
38	Mfg: & prov: i/c Side Spacer	P.Job	
39	Mfg: & Prov Bucket Bush Fitting	P.Job	
40	Rep: of Bucket Prov: Bucket Teeth	P.Job	
41	Rep: of Traveling Motor i/c Replacement of all parts	P.Job	
42	Rep: of Hyd: Motor & Change its defective parts	P.Job	
43	Rep: of Swing Motor Replacement of defective parts	P.Job	
44	Rep: of Sprocket Wheel by Welding & Turning & Facing	P.Job	
45	Repairing of Carrier Roller Shaft	P.Job	
46	Manfg: Bucket Cylinder Piston Pin & polishing	P.Job	
47	Carrier Roller Repairing	P.Job	
48	Booster Repairing	P.Job	

SAMSUNG EXCAVATOR (LC-210)
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
49	Teeth Making	P.Job	
50	Bucket Repairing	P.Job	

CONTRACTOR

Executive Engineer,
Feeder Division Hyderabad

HIRING OF MACHINE
SCHEDULE OF PRICE

S.#	DESCRIPTION OF ITEM	UNIT	RATE
1	2	3	4
1	Hiring of Hydraulic Excavator (chain type) with POLs.	P.Hrs:	

CONTRACTOR

Executive Engineer,
Feeder Division
Hyderabad

Bid Data Sheet

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

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

Introduction				
ITB 1.1	Name of Procuring Agency of Government of Sindh. Executive Engineer, Feeder Division Hyderabad.			
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount. <i>[when applicable]</i>			
ITB 1.1	Procurement of Goods & Services			
ITB 1.1	Name of Contract. Supply of Goods and Services for repair and maintenance of machinery (different makes).			
ITB 4.1	Name of Procuring agency. Executive Engineer, Feeder Division Hyderabad.			
ITB 6.1	Procuring agency's address	Telephone	Telex	Facsimile numbers
	Executive Engineer, Feeder Division, (Left Bank) Barrage Colony Near Qasim Chowk Hyderabad	0229210272		
	Email address: enr.rehmatullahsoomro@gmail.com			
ITB 8.1	Language of the bid. [ENGLISH]			

Bid Price and Currency

ITB 11.2	The price quoted shall be <u>Delivered duty paid (D.D.P)</u> <i>[Specify whether price of incidental services, must be quoted in addition to delivered duty paid (DDP) price.]</i> <i>[The related provisions shall be reflected accordingly in SCC and Price Schedules.]</i>
ITB 11.5	The price shall be fixed.

Preparation and Submission of Bids	
ITB 13.3 (d)	Not applicable.
ITB 14.3 (b)	Spare parts required for _____ [01] number of years of operation.
ITB 15.1	Amount of bid security. Lump sum
ITB 16.1	Bid validity period. <i>[The period should be sufficient to permit completion of the evaluation, review of the recommended selection by the Procuring agency (if so required), the obtainment of approvals, and notification of award. Normally, the validity should be ninety (90) days, or shorter for simple goods (e.g., materials). A realistic period should be specified in order to avoid the need for extension.]</i>
ITB 17.1	Number of copies. One
ITB 18.2 (a)	Address for bid submission. Executive Engineer, Feeder Division, (Left Bank) Barrage Colony Near Qasim Chowk Hyderabad
ITB 18.2 (b)	IFB title and number.
ITB 19.1	Deadline for bid submission. on 07-03-2016 @ 2:00 PM
ITB 22.1	Time, date, and place for bid opening. 3:00 PM, 07-03-2016, Executive Engineer, Feeder Division Hyderabad.

Bid Evaluation	
ITB 25.3	25.3 (b)
ITB 25.4 (a)	Not applicable.
ITB 25.4 (b)	Not applicable.

Option (i)	adjustment expressed as a percentage,
	Or
Option (ii)	adjustment expressed in an amount in the currency of bid evaluation,
	Or
Option (iii)	adjustment expressed as a percentage <i>[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be higher.]</i>
ITB 25.4 (c) (ii)	Not applicable.
ITB 25.4 (d)	As per list attached
ITB 25.4 (e)	Not applicable.
ITB 25.4 (f)	Operating and maintenance costs. Not applicable.
ITB 25.4 (g)	Performance and productivity of equipment. Not applicable.

ITB 25.4 (h)	Not applicable.
ITB 25.4 Alternative	Specify the evaluation factors. Lowest price basis.

Contract Award	
ITB 29.1	Not applicable.

Section III. Special Conditions of Contract

Notes 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

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SPECIAL CONDITIONS OF CONTRACT

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

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)-The Procuring agency is: **Executive Engineer, Feeder Division Hyderabad.**

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

GCC 1.1 (i)-The Supplier is: _____

Sample Provision

GCC 1.1 (j) - The Project Site is: *[if applicable]*

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

GCC 7.1 - **Not applicable.**

GCC 7.4 - **Not applicable.**

4. Inspections and Tests (GCC Clause 8)

GCC 8.6 – **Not applicable.**

5. Packing (GCC Clause 9) Not applicable.

Sample provision

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

6. Delivery and Documents (GCC Clause 10)

Sample provision (DDP terms)

(The contractor/ supplier shall supply the items after issuance/ receipt of supply order by the P/A).

GCC 10.3 – **Not applicable.**

7. Insurance (GCC Clause 11)

GCC 11.1 – **Not applicable.**

8. Incidental Services (GCC Clause 13)

GCC 13.1 – Not applicable.

9. Spare Parts (GCC Clause 14)

GCC 14.1 - Not applicable.

10. Warranty (GCC Clause 15)

(a) Not applicable.

or

(b) Not applicable.

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

11. Payment (GCC Clause 16)***Sample provision***

GCC 16.1 - The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

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

- | | |
|-----------------------------|------------------------|
| (i) Advance Payment: | Not applicable. |
| (ii) On Shipment: | Not applicable. |
| (iii) On Acceptance: | Not applicable. |
| (iv) | Not applicable. |
| (v) | Not applicable. |

12. Prices (GCC Clause 17)*Sample provision*

GCC 17.1 - **Not applicable.**

13. Liquidated Damages (GCC Clause 23)

GCC 23.1 - Applicable rate: **Not applicable.**

Maximum deduction: **Not applicable.**

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3 - **Not applicable.**

15. Governing Language (GCC Clause 29)

GCC 29.1 - **Not applicable.**

16. Applicable Law (GCC Clause 30)

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

The Employment of Children (ECA) Act 1991

The Bonded Labour System (Abolition) Act of 1992

The Factories Act 1934

17. Notices (GCC Clause 31)

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

**Executive Engineer, Feeder Division, (Left Bank)
Barrage Colony Near Qasim Chowk Hyderabad.**

— Supplier's address for notice purposes:

Schedule of Requirements

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

Number	Description	Quantity	Delivery schedule (shipment) in weeks/months from _____
---------------	--------------------	-----------------	--

Goods and services will be availed and charged as and when required with in fiscal year (upto 30 June 2016).

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

Section V. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring agency without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “or at least equivalent.”

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring agency with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Procuring agency during contract execution.

Technical Specifications

[Text of Technical Specifications to be inserted in the bidding documents by the Procuring agency, as applicable.]

Section VI. Sample Forms

Notes on the Sample Forms

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

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

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

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

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

Sample Forms

1. BID FORM AND PRICE SCHEDULES23

2. BID SECURITY FORM.....26

3. CONTRACT FORM.....27

4. PERFORMANCE SECURITY FORM28

5. BANK GUARANTEE FOR ADVANCE PAYMENT29

6. MANUFACTURER’S AUTHORIZATION FORM30

1. Bid Form and Price Schedules

Date: _____

IFB N^o: _____

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

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

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

Dated this _____ day of _____ 19____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees

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

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

Signature of Bidder

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

³ Must be included if required under ITB 11.2

2. 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 *[description of 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 _____ 19____.

THE CONDITIONS of this obligation are:

and Services in Bank Financed Procurement

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

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

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

[signature of the bank]

3. Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

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 _____ 19____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 19_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*
[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

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

To: *[name of the Procuring agency]*

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

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

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

[signature for and on behalf of Manufacturer]

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