

Tel: 022-9260617 Fax: 022-9260618

Email: d.siofwm1@yahoo.com

## DIRECTORATE ON FARM WATER MANAGEMENT TRAINING & RESEARCH INSTITUTE NAREJA @ HYDERABAD

No. Dir/OFWM/T&R/ 738 /16

Hyderabad dated: 07-04-2016

#### **TENDER NOTICE**

#### PROCUREMENT & INSTALLATION OF 15 KVA GENERATOR ALONGWITH PHOTOSTATE MACHINE

 Director Sindh Institute for On-Farm Water Management (T&R) Hyderabad invites sealed bid from the Suppliers / Authorized Agents / Dealers / Distributors for the Supply / Installation of and Photostat Machine.

Sr. No.	ltem	Quantity	Tender Fee
1	Procurement & Installation of 15 KVA Generator	01 No. each	Rs. 1000/-
2	Photostat Machine for On Farm Water Management Training &		
	Research Institute Nareja @ Hyderabad		

- 2. It is the intention of the Department that the eligible payments under the Contract for which this "Invitation to Bid" is issued shall be made through Government of Sindh's own funds. Bid should be submitted in conformity with Clause 46(1) of Sindh Public Procurement Rules 2010 (amended 2013) i.e. Single Stage one envelope procedure.
- 3. The Bidding documents can be obtained on written request from the office of the Director, On Farm Water Management Training & Research Institute Nareja @ Hyderabad during office hours with effect from date of Publication on SPPRA website as well as in Print Media till 25-04-2016 upto 11:00 AM on payment of non-refundable fee mentioned above in form of DD / PO in the name of Director On Farm Water Management Training & Research Institute Nareja @ Hyderabad. The bidding document can also be downloaded from SPPRA and Agriculture, Supply & Prices Department and submitted alongwith the Tender Fee as indicated above.
- 4. All Bid must be submitted to the office of the Director On Farm Water Management Training & Research Institute Nareja @ Hyderabad before 11:00 A.M. and in the Committee Room of the Director General, Agricultural Engineering & Water Management Sindh Hyderabad on 25-04-2016 upto 12:00 Noon and Bid shall be opened on the same day at 1:00 P.M. in the Committee Room of Director General, Agricultural Engineering & Water Management Sindh Hyderabad, by the Procurement Committee in the presence of the bidders or their representative who may wish to be present. In case the Director General, Agriculture Engineering & Water Management Sindh Hyderabad, is out of Head Quarter, the Tender could be submitted and opened on his next availability at same time and place.
- 5. The Bidder should submit a Bid Security of 2.5% of the total offer alongwith their proposal in the shape of Demand draft / Pay Order in favour of Director On Farm Water Management Training & Research Institute Nareja @ Hyderabad. Tender submitted without bid security would not be considered.
- 6. The quantity of items to be procured can be increased / decreased as per SPPRA Rules.
- 7. The procuring agencies may reject all or any bid without assigning any reason subject to the relevant provision of SPPRA Rules.

8. All other Terms and conditions are mentioned in the Bidding documents.

DIRECTOR

ON FARM WATER MANAGEMENT TRAINING & RESEARCH INSTITUTE , NAREJA @ HYDERABAD



Tel: 022-9260617 Fax: 022-9260618

Email: d.siofwm1@yahoo.com

# DIRECTORATE ON FARM WATER MANAGEMENT TRAINING & RESEARCH INSTITUTE NAREJA @ HYDERABAD

No. Dir/OFWM/T&R/ **738** /16 Hyderabad dated: **07-04-2016** 

#### **TENDER NOTICE**

#### PROCUREMENT & INSTALLATION OF 15 KVA GENERATOR ALONGWITH PHOTOSTATE MACHINE

1. Director Sindh Institute for On-Farm Water Management (T&R) Hyderabad invites sealed bid from the Suppliers / Authorized Agents / Dealers / Distributors for the Supply / Installation of 15 KVA Generator and Photostat Machine.

Sr. No.	Item	Quantity	Tender Fee
1	Procurement & Installation of 15 KVA Generator	01 No.	Rs. 1000/-
2	Photostat Machine for On Farm Water Management Training &	1	
	Research Institute Nareja @ Hyderabad	each	

- 2. It is the intention of the Department that the eligible payments under the Contract for which this "Invitation to Bid" is issued shall be made through Government of Sindh's own funds. Bid should be submitted in conformity with Clause 46(1) of Sindh Public Procurement Rules 2010 (amended 2013) i.e. Single Stage one envelope procedure.
- 3. The Bidding documents can be obtained on written request from the office of the Director, On Farm Water Management Training & Research Institute Nareja @ Hyderabad during office hours with effect from date of Publication on SPPRA website as well as in Print Media till 25-04-2016 upto 11:00 AM on payment of non-refundable fee mentioned above in form of DD / PO in the name of Director On Farm Water Management Training & Research Institute Nareja @ Hyderabad. The bidding document can also be downloaded from SPPRA and Agriculture, Supply & Prices Department and submitted alongwith the Tender Fee as indicated above.
- 4. All Bid must be submitted to the office of the Director On Farm Water Management Training & Research Institute Nareja @ Hyderabad before 11:00 A.M. and in the Committee Room of the Director General, Agricultural Engineering & Water Management Sindh Hyderabad on 2S-04-2016 upto 12:00 Noon and Bid shall be opened on the same day at 1:00 P.M. in the Committee Room of Director General, Agricultural Engineering & Water Management Sindh Hyderabad, by the Procurement Committee in the presence of the bidders or their representative who may wish to be present. In case the Director General, Agriculture Engineering & Water Management Sindh Hyderabad, is out of Head Quarter, the Tender could be submitted and opened on his next availability at same time and place.
- 5. The Bidder should submit a Bid Security of 2.5% of the total offer alongwith their proposal in the shape of Demand draft / Pay Order in favour of Director On Farm Water Management Training & Research Institute Nareja @ Hyderabad. Tender submitted without bid security would not be considered.
- 6. The quantity of items to be procured can be increased / decreased as per SPPRA Rules.
- 7. The procuring agencies may reject all or any bid without assigning any reason subject to the relevant provision of SPPRA Rules.

8. All other Terms and conditions are mentioned in the Bidding documents.

DIRECTOR

ON FARM WATER MANAGEMENT TRAINING & RESEARCH INSTITUTE NAREJA @ HYDERABAD



#### DIRECTORATE GENERAL AGRICULTURAL ENGINEERIN & WATER MANAGEMENT SINDH HYDERABAD

No.DG/AE&WM/Engg(31)/ Hyderabad dated: /64 /2016. 28, March, 2016

To.

The Director, Agricultural Engineering Sindh, <u>HYDERABAD.</u> The Director,
On Farm Water Management
Sindh, HYDERABAD.

The Director,
Sindh Institute for OFWM (T&R)
Nareja @HYDERABAD.

The Project Director,
Modernization of (T&R) Institute
Sindh, <u>HYDERABAD.</u>

#### SUBJECT: PROCUREMENT COMMITTEE NOTIFICATION

I am directed to enclose herewith copy of Notification Nation 13(347)SO(DEV:)/2013 dated 28.03.2016 received from Deputy Secretary (Tecl.)

Agriculture Department, Government of Sindh, Karachi.

It is for kind information.

**ASSISTANT DIRECTOR** 

#### Copy to:

• PA to Director (Coordination), Agricultural Engineering & Water Managemes Sindh Hyderabad.

**ASSISTANT DIRECTOR** 

1,

ENGG (2016)



#### GOVERNMENT OF SINDH AGRICULTURE DEPARTMENT

#### NOTIFICATION

No.13(347)SO DEV:) 2013: In supersession of this Department's Notifications of even number dated :2-01-2016 in pursuance of Rule-7 of SPP Rules, 2010. Government of Smdh. Agriculture, Supply & Prices Department is pleased to reconstitute a Procurement Committee with following composition and Terms of Reference:

#### I. COMI DSITION.

Director General, (concerned)	Chairman
Additional Secretary (Technical) / Deputy Secretary (Technical), Agriculture, Supply & Prices Department. (Government of Sindh, Karachi,	Member
Director / Project Director (concerned wing/ project)	Member / Secretary
1 Representative of Industries Department, Government of Sindh.	Member
5. Distrat Account Officer / Representative of District Account Officer.	Member

#### 11. Terms of References:

- i Prepare hidding documents;
- ii. Carry out Technical as well as Financial evaluation of the bids.
- iii. Prepare evaluation report as provided in Rule-45 of SPPRA:
- We. Make recommendations for the award of contract to the competent authority and
- v. Perform any other function ancillary and incidental to the above.

SHAHID GULZAR SHAIKH SECRETARY TO GOVT, OF SINDII

No.13(347)SU(DEV:)/2013

Karachi, dated the 28-03-2016

A copy is forwarded for information & further necessary action to.

- 1- The Secretary to Government of Sindh, Industries & Commerce Department, Karachi
- 2. The Managing Director, Sindh Public Procurement Regularity Authority, Khrachi.
- 3. The Director Generals (all)/ Directors/ Project Directors (all), Agriculture Department
- 4. All Members of Committee.

(ABDUL AZÎZ CHA NA) DEPUTY SECRETARY (TECH:)

Claute:

- P.S. & Minister, Agriculture Department, Govt. of Sindh, Karachi.
- 2. P.S. to Secretary, Agriculture Department, Govt. of Sindh. Karachi





Fax No. 99211805 Email-info@sindhagri.gov.pk www.sindhagri.gov.pk

Karachi dated the 22<sup>nd</sup> March, 2013

#### **NOTIFICATION**

No. 13(347)S.O(DEV): In compliance with Rule 31 of SPP Rules, 2010, Government of Sindh, Agriculture Department is pleased to constitute a Committee for Complaint Redressal with following composition and Terms of Reference:-

1)	Director General Agriculture Engineering & Water Management Sindh	Chairman
2)	Additional Secretary (Technical) Agriculture Department, Government of Sindh	Member
3)	Director Plant Protection, Agriculture Extension Sindh	Member
4)	Mr. Rajab Ali Shaikh, Retired Deputy Director, Industries Department	Member
5)	Representative Office of the Accountant General Sindh	Member

#### T,O.R,

- 1) Committee may examine the complain of bidder as per SPPRA Rules.
- The Complaint Redressal Committee upon receiving a complaint from an 2) aggrieved bidder may, if satisfied:
  - a. Prohibit the procurement committee from acting or decision in a manner, inconsistent with these rules and regulations;
  - b. Annual in whole or in part, any authorized act or decision of the procurement committee; and
  - c. Reverse any decision of the procurement committee or substitute its own decision for such a decision: Provide that the Complaint Redressal Committee shall not make any

decision to award this contract.

The committee shall announce its decision within seven days. The decision shall 3) be intimated to the bidder and the Authority within three working days by procuring agency. In case of failure of the committee to decide the complaint. the procuring agency shall not award the contract.

The procuring agency shall award the contract after the decision of the Complaint Redressal Committee.

Mere fact of lodging of a complaint shall not warrant suspension of the procurement proceedings.

4)

AGHA JAN AKHTAR SECRETARY TO GOVT. OF SINDII

1 AST Nontreation Nonlication Complaint ordiessal committee doc

5)

#### Karachi dated the 22<sup>nd</sup> March, 2013

#### No: 13(347)S.O(DEV)

A copy is forwarded to the following:-

- 1. The Principal Secretary to Governor Sindh, Karachi
- 2. The Principal Secretary to Chief Minister Sindh, Karachi
- 3. The Account General Sindh, Karachi
- 4. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi
- 5. The Additional Secretary (Staff), to Chief Secretary Sindh
- 6. Director General. AE&WM, Hyderabad
- 7. Director General, Agri. Extension Sindh, Hyderabad
- 8. The Director General, Agri. Research Sindh, Tandojam
- 9. The Managing Director, Sindh Seed Corporation, Hyderabad.
- 10. Cane Commissioner Sindh, Hyderabad
- 11. Director Information, Agriculture Extension, Hyderabad.
- 12. Members of the committee
- 13. P.S. to Minister for Agriculture Sindh, Karachi
- 14. P.S. to Secretary Agriculture, Govt. of Sindh, Karachi.

(ABDUL AZIZ CHANNA) DEPUTY SECRETARY (TECH)

#### GOVERNMENT OF SINDH



#### BIDDING DOCUMENT FOR THE

# SUPPLY AND INSTALLATION OF 15 KVA GENERATORS AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT TRAINING & RESEARCH INSTITUTE HYDERABAD @ NAREJA

<u>TENDER NO. DIR/OFWM/TRI/HYDERABAD/</u>

<u>738/2016</u>

DATED 07-04-2016

#### DIRECTORATE

ON FARM WATER MANAGEMENT TRAINING & RESEARCH INSTITUTE HYDERABAD.

#### **INDEX**

Sr. No	ITEMS	PAGE Nos.
	PART I	02
1	Section I, Instruction to Bidders	03
2	Section II. General Condition of the Contractor	20
	PART II	33
3	Section I, Invitation to Bid	34
4	Section II, Bid Date Sheet	36
5	Section III, Special Condition of Contract	45
6	Section IV, Schedule of Requirement	53
7	Section V, Technical Specification	55
8	Section VI, Sample Farms	58
9	Schedule of qualification of Bidders	59
10	Bid Evaluation Criteria (Technical) (a)	60
11	Price Schedule	61
12	Bid Security Form	62
13	Contract Form	63
14	Performance Security	64
15	Manufacturer Authorization Form	65
16	Bid Form	66
17	Form Integrity Pact	67

- 2 -

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

## SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.

- 3 -

#### INSTRUCTIONS TO BIDDERS

#### A. Introduction

## 1. Source of Funds

- 1.1 The Procuring agency (Directorate Sindh Institute for On Farm Water Management (T&R), Hyderabad, ) has received government funds from the source(s) indicated in the bidding data in Pak Rupees towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the 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 purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

## 2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 amended 2013 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1.

## and Services

- 3.Eligible Goods 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 amended 2013 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.
  - 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

#### 4, Cost of Bidding

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

#### **B.** The Bidding Document

#### 5. Content of Bidding **Documents**

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

#### Bidding **Documents**

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

#### 7.Amendment of 7.1 Bidding **Documents**

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

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

#### C. Preparation of Bids

#### 8. Language of Bid

8.1

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

#### 9. Documents Comprising the Bid

- The bid prepared by the Bidder shall comprise the following 9.1 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 ITB Clause 11.2 above will be solely for 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:
  - 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;
- that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 14. Documents
  Establishing
  Goods'
  Eligibility
  and
  Conformity
  to Bidding

Documents

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

Dir/OFWM/TRI/Hyderabad/

/2016

## SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.

- 8 -

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.

INSTITUTE HYDERABAD.

#### 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 bank guarantee or an irrevocable letter of credit issued (a) 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
  - Irrevocable encashable on-demand Bank ¢all-deposit. (b)
- 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:
  - if a Bidder withdraws its bid during the period of bid validity (a) specified by the Bidder on the Bid Form; or
  - in the case of a successful Bidder, if the Bidder fails: (b)
  - to sign the contract in accordance with ITB Clause 32; ١. or
  - II. To furnish performance security in accordance with ITB Clause 33.

#### 16. Period of Validity of Bids

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

In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the forfeiting its bid security. A Bidder granting the request without 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 unamended 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".

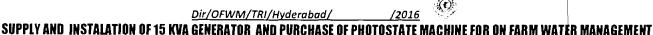
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
- 19. Deadline for Submission of Bids
- 19.1 Bids must be received by the Procuring agency at the address specified 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 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 for eited. 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 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.



- 14 -

(b) Delivery schedule.

INSTITUTE HYDERABAD.

(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.



## SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.

- 16 -

(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.
  - 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.

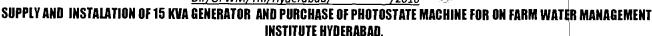
#### Alternative

#### 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.

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.



- 17 -

## 26.Contacting the Procuring agency

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

#### F. Award of Contract

#### 27. Postqualification

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event 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
- 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

#### All Bids

Procuring agency's action.

## Award

- 31. Notification of 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
  - 31.2 The notification of award will constitute the formation of the Contract.
  - 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

#### 32. Signing of Contract

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

#### 33. Performance Security

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

#### 34. Corrupt or Fraudulent Practices

- 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loams), as well as under Government-financed Bidders/Suppliers/Contractors contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
  - defines, for the purposes of this provision, the terms set (a) forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to



## SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.

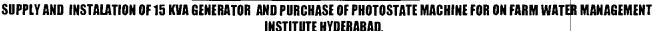
- 19 -

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



- 21 -

#### **General Conditions of Contract**

- 1. Definitions
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
  - (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) "GCC" means the General Conditions of Contract contained in this section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
  - (h) "The Procuring agency's country" is the country named in SCC.
  - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - (j) "The Project Site," where applicable, means the place or places named in SCC.
  - (k) "Day" means calendar day.
- 2. Application
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## 3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and 'further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of
  Contract
  Documents
  and
  Information;
  Inspection and
  Audit by the
  Government
- 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the

## SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.

- 23 -

procuring agency, if so required.

#### 6. Patent Rights

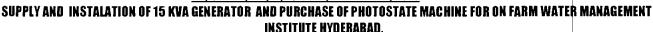
6.1 The Supplier shall indemnify the Procuring agency against all thirdparty claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

## 7. Performance Security

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
  - a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## 8. Inspections and Tests

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall 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



- 24 -

Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

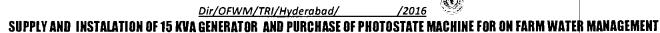
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring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

#### 9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

## 10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.



INSTITUTE HYDERABAD.

- 25 -

#### 11. Insurance

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

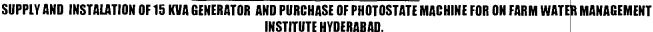
## 12. Transportation

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

## 13. Incidental Services

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

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



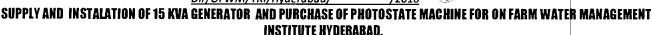
- 26 -

#### 14. Spare Parts

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
  - (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 5. Warranty

- 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 have no defect, arising from design, materials, or (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.
- 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



- 27 -

- 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:

- 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 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 prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or

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

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

## 23. Liquidated Damages

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

## 24. Termination for Default

- 24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
  - (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or

- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

effective.

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

- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Gods, the Procuring agency may elect:
  - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**Duties** 

# SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.

- 32 -

28. Resolution of	28.1	The Procuring agency and the Supplier shall make every effort to
Disputes		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	29.1	The Contract shall be written in the language specified in SCC.
Language		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	30.1	The Contract shall be interpreted in accordance with the laws of the
Law		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	32.1	Supplier shall be entirely responsible for all taxes, duties, license

Procuring agency.

fees, etc., incurred until delivery of the contracted Goods to the

# **Procurement of Goods**

# PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

- 34 -

Part Two Section I. Invitation for Bids

# **INVITATION OF BID**

Section II. Bid Data Sheet

# **Bid Data Sheet**

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

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

	India di cation		
	Introduction		
ITB 1.1	Directorate Sindh Institute for On Farm Water Management (T&R), Hyderabad.		
ITB 1.1	New SNE Funds		
ITB 1.1	SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.		
ITB 1.1	Name of Contract.		
	SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.		
ITB 4.1	Name of Procuring agency. Directorate On Farm Water Management Sindh Institute Nareja @ Hyderabad		
ITB 5	Content of Bidding Document  As per ITB Clause 5.1  a) Instructions to Bidders (ITB)  (b) Bid Data Sheet  (c) General Conditions of Contract (GCC)  (d) Special Conditions of Contract (SCC)  (e)Schedule of Requirements  (f)Technical Specifications  (g)Bid Form and Price Schedules  (h)Bid Security Form  (i)Contract Form  (j) Performance Security Form  (k)Manufacturer's Authorization Form  As per ITB Clause 5.2  The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.		

INSTITUTE HYDERABAD.

ITB 7	Amendment of biding document.	
	As per ITB Clause 7.1	
	At any time prior to the deadline for submission of bids, the Procuring agency, for whether at its own initiative or in response to a clarification requested by a interest modify the bidding documents by amendment.  As per ITB Clause 7.2	
	All interested bidders that have received the bidding documents will be notified of the writing, and will be binding on them.  As per ITB Clause 7.3	amendment in
	In order to allow interested bidders reasonable time in which to take the amendment of preparing their bids, the Procuring agency, at its discretion, may extend the desubmission of bids.	
ITB 8.1	Language of the bid. English	
	ITB 9.1 document comprising the bid (a,b,c,d)	
	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;
     ITB 9.1	(b) Documentary evidence established in accordance with ITB. Clause 13 that the Bidde to bid and is qualified to perform the contract if its bid is accepted;	r is eligible
	(c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are elig and services and conform to the bidding documents; and	ible goods
	(d) Bid security furnished in accordance with ITB Clause 15.	
ITB 10	Bid Form As per ITB Clause 10.1	
	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished documents, indicating the goods to be supplied, a brief description of the goods, th origin, quantity, and prices.	
}	Bid Price and Currency	
ITB 11.2 & 5	As per ITB Clause 11.2	
	Prices indicated on the Price Schedule shall be on duty delivery paid (DDP). The (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.  As per ITB Clause 11.5	price of other
	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the consubject to variation on any account. A bid submitted with an adjustable price quotation as nonresponsive and will be rejected, pursuant to ITB Clause 24.	
ITB 12.1	As per ITB Clause 11.5 The price shall be fixed and in Pak rupees.	

	reparation and Submission of Bids
	As per clause ITB 13.1,2 & 13.3 a, b&d
	As per ITB Clause 13.1  Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract its bid is accepted.
ITB 13	As per ITB Clause 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.
	As per ITB Clause 13.3  (a) That the bidder has been duly authorized by the goods manufacturer to supply the goods in the procuring agency country.
	(b) that the Bidder has the financial, and technical, capability necessary to perform the contract;
	(d): that the Bidder meets the qualification criteria listed in the Bid Data Sheet
i⊤B 15	Bid Security.  Amount of bid security 2.5 % of total Bid Amount in the name of Director Sindh Institute for On Farm Water Management (T&R) Hyderabad. In shape of Pay Order/ Demand Draft/Bank Guarantee from a reputable bank having a credit rating of A-1.  As per clause ITB 15.1, 15.2, 15.3, 15.4, 15.5, 15.6 & 15.7.
	As per ITB Clause 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
	As per ITB Clause 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
	As per ITB Clause 15.3  The bid security shall be in Pak. Rupees and shall be in one of the following forms:  (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank with A-1 credit rating located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
	(b) Irrevocable en cashable on-demand Bank call-deposit from a reputed bank of A-1 credit rating.

# As per ITB Clause 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as no responsive, pursuant to ITB Clause 24. As per ITB Clause 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16. As per ITB Clause 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33. As per ITB Clause 15.7 The bid security may be forfeited: Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or in the case of a successful Bidder, if the Bidder fails: (b) i. to sign the contract in accordance with ITB Clause 32; ii. to furnish performance security in accordance with ITB Clause 33. Period of validity of Bid. 90 days. Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid ITB 16.1 opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive. The procuring agency may solicit the bidder consent to an extension of bid validity as per ITB Clause 16.2. Format and singing of Bid. As per clause ITB 17.1, 2, 3 As per ITB Clause 17.1 The Bidder shall prepare an original and one number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID." as appropriate. In the event of any discrepancy between them, the original shall govern. As per ITB Clause 17.2 **ITB 17** The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid. As per ITB Clause 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

ITB 18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
ITB 18.2 (a)	Address for bid submission. Sindh Institute for On Farm Water Management (T&R) Nareja Hyderabad.
ITB 18.2 (b)	IFB title and number.  SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.  Dir/OFWM/T&R/Hyderabad/738 /2016 DATED 07-04-2016
ITB 19.1	Deadline for bid submission.  Dated: on or before 25-04-2016_at 1. pm
	Late Bids. As per clause 20.1
ITB 20	As per ITB Clause 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
	Modification and withdrawal of bids As per clause ITB 21.1, 2,3,4  As per ITB Clause 21.1  The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
ITB 21	As per ITB Clause 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.
	As per ITB Clause 21.3 No bid may be modified after the deadline for submission of bids.
	As per ITB Clause 21.4  No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfelture of its bid security, pursuant to the ITB Clause 15.7.
ITB 22.1	Time, date, and place for bid opening.  At 2 <sup>nd</sup> floor Block-C on dated: 25-04-2016 in the office of Directorate General Agriculture Engineering & Water Management Sindh Hyderabad.
	Bid Evaluation
ITB 23	Clarification of Bids. As per clause ITB 23.1
	As per ITB Clause 23.1  During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

INSTITUTE HYDERABAD.

### **ITB 24**

Preliminary Examination.

# As per ITB Clause 24.1

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

# As per ITB Clause 24.2

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

# As per ITB Clause 24.3

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

# As per ITB Clause 24.4

Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to 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 without recourse to extrinsic evidence.

# As per ITB Clause 24.5

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

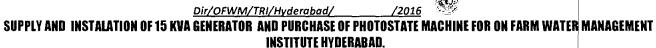
Criteria for bid evaluation. as per class ITB 25.3 b,c,d,g & h.

# As per ITB Clause 25.3

ITB 25.3

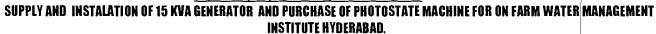
The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause

- (b): delivery schedule offered in the bid;
- (c): deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d): the cost of components, mandatory spare parts, and service;
- (e): the availability of spare parts and after sales services.
- (g): the performance and productivity of the equipment offered; and/or
- (h): other specific criteria indicated in the Technical Specifications.



- 43 -

As per ITB Clause 25.4 b(ii),c(i),d(i),e & h.  As per ITB Clause 25.4  For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or following quantification methods will be applied, as detailed in the Bid Data Sheet:  (b): Delivery schedule.  ii. The goods covered under this invitation are required to be delivered (shipped) within a acceptable range of weeks specified in the Schedule of Requirement. No credit will given to earlier deliveries, and bids offering delivery beyond this range will be nonresponsive. Within this acceptable range, an adjustment per week, as specified 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 Requirements.  (c): Deviation in payment schedule.  i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bid will be evaluated on the basis of this base price. Bidders are, however permitted state an alternative payment schedule and indicate the reduction in bid price they wis to offer for such alternative payment schedule. The Procuring agency may conside the alternative payment schedule offered by the selected Bidder.  (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 are parts inventories, as outlined in the Bid Data Sheet or elsewhere in the biddired documents, if quoted separately, shall be added to the bid price.  (g) The bidder shall state the guaranteed performance or efficiency in response to the technical specification 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.  Contacting Procuring agency  As per ITB Clause 26.1
For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or following quantification methods will be applied, as detailed in the Bid Data Sheet:  (b): Delivery schedule.  ii. The goods covered under this invitation are required to be delivered (shipped) within a acceptable range of weeks specified in the Schedule of Requirement. No credit will given to earlier deliveries, and bids offering delivery beyond this range will be treated anonresponsive. Within this acceptable range, an adjustment per week, as specified the Bid Data Sheet, will be added for evaluation to the bid price of deliveries later than the earliest delivery period specified in the Requirements.  (c): Deviation in payment schedule.  i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bid will be evaluated on the basis of this base price. Bidders are, however, permitted state an alternative payment schedule and indicate the reduction in bid price they wis to offer for such alternative payment schedule. The Procuring agency may conside the alternative payment schedule offered by the selected Bidder.  (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 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.  (g) The bidder shall state the guaranteed performance or efficiency in response to the technical specification  (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.  Contacting Procuring agency As per ITB Clause 26.1 and 2
i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bid will be evaluated on the basis of this base price. Bidders are, however, state an alternative payment schedule and indicate the reduction in bid price they wis to offer for such alternative payment schedule. The Procuring agency may conside the alternative payment schedule offered by the selected Bidder.  (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 are 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.  (g) The bidder shall state the guaranteed performance or efficiency in response to the technical specification  (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.  Contacting Procuring agency As per clause ITB No. 26.1 and 2  As per ITB Clause 26.1
will be evaluated on the basis of this base price. Bidders are, however, state an alternative payment schedule and indicate the reduction in bid price they wis to offer for such alternative payment schedule. The Procuring agency may conside the alternative payment schedule offered by the selected Bidder.  (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 parts inventories, as outlined in the Bid Data Sheet or elsewhere in documents, if quoted separately, shall be added to the bid price.  (g) The bidder shall state the guaranteed performance or efficiency in response to the technical specification  (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.  Contacting Procuring agency As per clause ITB No. 26.1 and 2  As per ITB Clause 26.1
The cost to the Procuring agency of establishing the minimum service facilities ar parts inventories, as outlined in the Bid Data Sheet or elsewhere in the biddir documents, if quoted separately, shall be added to the bid price.  (g) The bidder shall state the guaranteed performance or efficiency in response to the technical specification  (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.  ITB 26  Contacting Procuring agency As per clause ITB No. 26.1 and 2  As per ITB Clause 26.1
technical specification  (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.  ITB 26  Contacting Procuring agency As per clause ITB No. 26.1 and 2  As per ITB Clause 26.1
Contacting Procuring agency As per clause ITB No. 26.1 and 2  As per ITB Clause 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. the Bidder wishes to bring additional information to the notice of the Procuring agency, should do so in writing.  As per ITB Clause 26.2
Any effort by a Bidder to influence the Procuring agency in its decisions on be evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
Contract Award
ITB 29.1 Percentage for quantity increase or decrease. up to 15 % in both cases
ITB 30.1 Procuring agency's rights to accept any bid and reject any or all bids. As per clause ITB No. 30.1



- 44 -

	As per ITB Clause 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 awa		
thereby incurring any liability to the affected Bidder or bidders or any of		
	inform the affected Bidder or bidders of the grounds for the Procuring agency's action.	
	Performance Security	
ITB 33.1	A Total of 10% of Contract As per clause of ITB No. 33.1 and 2	
	As per ITB Clause 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.	
	As per ITB Clause 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.	
	Corrupt or Fraudulent practices	
ITB 34	As per ITB clause No. 34.1 a,b,c and 34.2	
	As per ITB Clause 34.1	
	The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2010 amended 2014 and Rules made there under:  (a): defines, for the purposes of this provision, the terms set forth below as follows:	
	(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.	

# Section III. Special Conditions of Contract

# **Special Conditions of Contract**

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

# 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is:

Director on Farm Water Management Training & Research Institute Nareja @ Hyderabad

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

Pakistan

GCC 1.1 (i)—The Supplier is:

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

GCC 1.1 (j)—The Project Site is:

# DIRECTORATE ON FARM WATER MANAGEMENT TRAINING & RESEARCH INSTITUTE Nareja @ Hyderabad

# 2. Submission of Bids.

Single Stage one envelop procedure would be adopted. The Authorized Agent /Dealers/ Distributor of Manufacturer are required to submit Sealed Single Envelop having Technical & Financial details. The name of tender, name of supplier, and postal Address must be written on the top of the envelope.

# 3. Country of origin:

Indicate country of origin of Supplied goods.

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

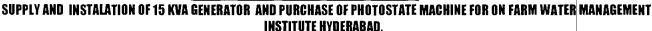
A Total of 10% of Contract

# As Per GCC Clause 7.1

- furnish to the Procuring agency the performance security equivalent to 10% of the bid value.

### As Per GCC Clause 7.2

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



- 47 -

### As Per GCC Clause 7.3

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

# As Per GCC Clause 7.4

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

# 5. Inspections and Tests (GCC Clause 8)

# As Per GCC Clause 8.1

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

### As Per GCC Clause 8.3

Should any inspected or tested Goods fail to conform to the Specifications, the
agency may reject the Goods, and the Supplier shall either replace the rejected
make alterations necessary to meet specification requirements free of cost to the
agency.

# As Per GCC Clause 8.4

 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency.

### As Per GCC Clause 8.5

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

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

# 6. Packing (GCC Clause 9)

# As Per GCC Clause 9.1

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

### As Per GCC Clause 9.2

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

# 7. Delivery and Documents (GCC Clause 10)

### As Per GCC Clause 10.1

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

# 8. Insurance (GCC Clause 11)

### As Per GCC Clause 11.1

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

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

- The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Sindh province, transport to such place of destination province, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price if any.

- 49 -

# 10. Warranty (GCC Clause 15)

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

### As Per GCC Clause 15.1

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and 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.

### As Per GCC Clause 15.2

- This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered installed and fully commissioned to and accepted at the final destination indicated in the supply order, unless specified otherwise in SCC.

### As Per GCC Clause 15.3

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

### As Per GCC Clause 15.4

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

# As Per GCC Clause 15.5

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

# 11. Payment (GCC Clause 16)

In addition to the provision of GCC Clause 16.1, 2,3&4 following Terms & method of payment would be adopted.

- The terms of payment shall be as follow:
- 100% after delivery / installation of goods, Payment to be made on proof of inspection and consignee's receipt certificate within the stipulated period of Delivery **OR**
- On provision of bank guarantee in favour of Director Sindh Institute for On Farm Water Management (T&R) Hyderabad in case of any delay beyond the delivery schedule for the equivalent amount of payment.
- The Supplier shall paper each bill in triplicate. The original & duplicate copies of the bill shall be submitted to
  the Engineer after affixing proper revenue stamps for payment. The Supplier shall keep the triplicate copy
  for his record.
- The payment shall be made after deduction of all applicable taxes (if applicable), Late Delivery Charges (if any) and any other amount payable by the Supplier. Partial payment against partial supplies shall be allowed.
- The Suppliers is required to issue "Acknowledgement" immediately on receipt of payment cheque from the Purchaser.
- Payment to the Supplier: All payments to the Supplier by the Purchase shall be made in currency stated in the Schedule of Price through Accountant General Sindh after deduction of admissible taxes (income tax etc).



- 50 -

# 12. Prices (GCC Clause 17) As per GCC Clause 17.1

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

# 13. Changes Orders (GCC Clause 18) As per GCC Clause 18.1

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

# As per GCC Clause 18.2

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

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

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

# 15. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

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

# As per GCC Clause 23.1

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

# 16. Termination for Default (GCC Clause 24)

# As per GCC Clause 24.1

- The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a): if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the

Procuring agency pursuant to GCC Clause 22; or

- (b): if the Supplier fails to perform any other obligation(s) under the Contract.
- (c): if the Supplier, in the judgment of the Procuring agency has engaged in Corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:



- 51 -

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

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

# As per GCC Clause 24.2

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

# 17. Force Majeure (GCC Clause 25)

### As per GCC Clause 25.2

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

# 18. As per GCC Clause 25.3

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

# 19. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

# 20. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English

# 21. Applicable Law (GCC Clause 30)

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

The Employment of Children (ECA) Act 1991.
The Bonded Labour System (Abolition) Act of 1992.
The Factories Act 1934.
The Income Tax & Sale Tax Law.

**Evaluation of Bids:** Bids shall be evaluated as per criteria given in the bid date sheet First Technical evaluation would be made only the Financial offers of technically responsive firms would be evaluated.

INSTITUTE HYDERABAD.

# SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT

- 52 -

# 22. Notices (GCC Clause 31)

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

Director Sindh Institute for On Farm Water Management (T&R) Hyderabad.

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

As per clause 32.1

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

# Section IV.

**Schedule of Requirements** 

- 54 -

# **SCHEDULE OF REQUIREMENTS**

# INSTALLATION OF 15 KVA GENERATOR PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD

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

Sr. No.	NAME OF ITEM	SPECIFICATION	QUANTITY	Expected Delivery	Delivery schedule shipment) in weeks/months from supply order
1	INSTALLATION OF GENERATOR	15 KVA	01 No.		04 weeks after the issuance of work order
2	PHOTOSTATE MACHINE	COPYING SPEED: 20 TO 25 PAPER PER MINUTE, HAVING EXTRA TRAY	01 No.		04 weeks after the issuance of work order

- 55 -

# Section V. Technical Specifications

- 56 -

# 3. SCHEDULE OF TECHNICAL DATA SPECIFICATIONS.

# **GENERATOR**

Sr. No.	Items	Specification	
1	Rated Power	15 KVA, 50 Hz, 3 Phase	
2	Governing Type	Mechanical	
3	Alternator	Brushless	
4	Engine	4 Stroke	
5	Fuel	Diesel	
6	Power Factor	0.8 or Better	
7	Canopy	Yes	
8	Emission	Low	
9	Noise	Low	
10	Fuel Consumption	Low	
11	Installation / Energizing with construction of concrete foundation.		

- 57 -

# **POWDER PHOTOSTAT MACHINE**

Sr. No.	Items	Specification	
1	Copy Speed	20 ppm	
2	Copy Size	A3 to A5	
3	Resolution	600 dpi minimum	
4	Magnification	50% to 200%	
5	Cassette	Universal A3 to A5	
6	Paper Capacity	250 Sheets	
7	Memory	250 MB minimum	
8	Power Supply	220 to 240v AC @ 50/60 Hz along with stabilizer	

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

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

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

# 5. SCHEDULE OF QUALIFICATION OF BIDDERS/TENDERERS

Note: Please supply the following information with the bid.

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

# **BID EVALUATION CRITERIA (TECHNICAL)**

# a) PRELIMINARY SCREENING

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

NOTE: The bid/tender will be considered eligible for technical evaluation if answers to all points at S.No.1-8 are "RESPONSIVE".

- 61 -

# Price Schedule in Pak. Rupees

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

# INSTALLATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD

Name of Bidder		IFB Number		Page of			
1							
Sr. No.	Part No.	2 Description	Qty	Country of Origin	5 Unit Price	Total	Unit price of final destination plus price of other incidental services if required
1	INSTALLATION OF GENERATOR	15 KVA					
2	PHOTOSTATE MACHINE	SPEED: 20 TO 25 PAPER PER MINUTE, HAVING EXTRA TRAY					
Tota	al Bid Price Rs		in v	vords Rupees			
Sig	nature of Bidder						_
Not	e: In case of discrep	ancy between unit p	rice and	total, the unit price	shall prev	ail.	

# 2. Bid Security Form

2. Bid Security Form				
Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated [date bid] for the supply of [name and/or description of the goods] (hereinafter called "the Bid").				
KNOW ALL PEOPLE by these presents that we [name of bank] of [name of country], having our reat [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 assistance by the said Procuring agency.	S,			
and assigns by these presents. Sealed with the Common Seal of the said Bank this20	day of			
THE CONDITIONS of this obligation are:				
If the Bidder withdraws its Bid during the period of bid validity specified by the Bid Form; or	der on the Bid			
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring age period of bid validity:	ency during the			
<ul> <li>(a) fails or refuses to execute the Contract Form, if required; or</li> <li>(b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;</li> </ul>				
we undertake to pay to the Procuring agency up to the above amount upon receipt of 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 i 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 validity, and any demand in respect thereof should reach the Bank not later than the above	V -			

[signature of the bank]

- 63 -

3.	Contract Forr	n			
THIS AGREEMENT made the day of 20 between [name of Procuring Agency] of [country of Procuring agency] (hereinafter called "the Procuring agency") of the one part and [name of Supplier of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:					
WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").					
NOW THIS AGREEMENT WITNESSETH AS	FOLLOWS:				
1. In this Agreement words and express respectively assigned to them in the Conditio		<del>-</del>			
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 with their respective laws the day and year fire		greement to be executed	in accordance		
Signed, sealed, delivered byagency)	the	(for the Procu	ing		
Signed, sealed, delivered by	the	(for the Supplier	)		

# Dir/OFWM/TRI/Hyderabad/ /2016 SUPPLY AND INSTALATION OF 15 KVA GENERATOR AND PURCHASE OF PHOTOSTATE MACHINE FOR ON FARM WATER MANAGEMENT INSTITUTE HYDERABAD.

- 64 -

4. Performance Security Form	
To: [name of Procuring agency]	
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuar No. [reference number of the contract] dated 20 to supply [description of go (hereinafter called "the Contract").	
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier should be with a bank guarantee by a reputable bank for the sum specified therein as security to 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 behat 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.	r_
This guarantee is valid until the day of20	
Signature and seal of the Guarantors	
[name of bank or financial institution]	
[address]	
[date]	-



# 6. Manufacturer's Authorization Form

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

To: [name of the Procuring agency]

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

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

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

[signature for and on behalf of Manufacturer]

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



# **Bid Form**

Date:	
IFB N₀:	
To: [name and address of Procuring Agency]	-
Gentlemen and/or Ladies:	
Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of whis hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods services] in conformity with the said bidding documents for the sum of [total bid amount in words and figure such other sums as may be ascertained in accordance with the Schedule of Prices attached here and made part of this Bid.	and s] Or
We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery scheolspecified in the Schedule of Requirements.	dule
If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to per of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuagency.	
We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening ur 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.	nder
Until a formal Contract is prepared and executed, this Bid, together with your written accepta hereof and your notification of award, shall constitute a binding Contract between us.	nce
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and contract execution if we are awarded the contract, are listed below:  Name and address of agent    Amount and Currency    Purpose of Commission or gratuity	d to
if none, state "none")	
We understand that you are not bound to accept the lowest or any bid you may receive.	
Dated this day of20	
[signature] [in the capacity of]	
Duly authorized to sign Bid for and on behalf of	



# **FORM OF INTEGRITY PACT**

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

Contract Number:	Dated:
Contract Value:	
Contract Title:	
any contract, right, interest, privilege or other obli	es that it has not obtained or induced the procurement of gation or benefit from Government of Sindh or any er entity owned or controlled by it (Government of Sindh)
that it has fully declared the brokerage, commission, fees give and shall not give or agree to give to anyone within any natural or juridical person, including its affiliate, shareholder, sponsor or subsidiary, any commission, described as consultation fee or otherwise, with the objectified in the	(name of Supplier) represents and warrants setc. paid or payable to anyone and not given or agreed to nor outside Pakistan either directly or indirectly through agent, associate, broker, consultant, director, promoter, gratification, bribe, finder's fee or kickback, whether of obtaining or inducing the procurement of a contract, whatsoever form from Government of Sindh; except that as made and will make full disclosure of all agreements to tile transaction with Government of Sindh and has not the above declaration, representation or warranty.  Ility and strict liability for making any false declaration; taking any action likely to defeat the purpose of this my contract, right, interest, privilege or other obligation or to prejudice to any other right and remedies available to instrument, be voidable at the option of Government of
Notwithstanding any rights and remedies exercised by Coof Supplier) to indemnify Government of Sindh for any business practices and further pay compensation to Government of any commission, gratification, bribe, finder's fee	r loss or damage incurred by it on account of its corrupt ernment of Sindh in an amount equivalent to ten time the or kickback given by (name of Supplier) as procurement of any contract, right, interest, privilege or
Purchaser or Authorized Representative	Supplier/Contractor

# ANNUAL PROCUREMENT PLAN OF DIRECTORATE ON FARM WATER MANAGEMENT TRAINING AND RESEARCH NAREJA @ HYDERABAD FOR FISCAL YEAR 2015-2016

	·				
   	2		1		
	Photo state Machine	15 KVA Generator	Supply /Installation of		Procurement
	each	9		(where Applicable)	Quantity
		,		Cost (Where Applicable)	Estimated Unit
	,			Cost	Estimated Total
	Rs.1.00 Million			Allocated	T
	Non-ADP		ġ	Funds(ADP/	
!	Sigel Stage One Envelope Procedure	!	Wethod	Proposed Procurement	1
			ð,	Timing of Procurement	
the Release of Funds.	Procurement under SPPRA Rules and	All		Remarks	

DIRECTOR

Sindh Institute for On Farm Water Management Training and Research Institute Nareja @ Hyderabad