



NO. G/13-30/2015-16
GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

Karachi, dated the 20th May, 2016

Rs.500/=

TENDER NOTICE

The Irrigation Department, Government of Sindh, invites Sealed Tenders on the prescribed proforma from the firms registered with Tax Collecting Authorities to be purchased from Section Officer (General), Irrigation @ Cost of Rs.500/- (Non-Refundable) through pay order from the 20th day of May, 2016 1st day of publication of this Notice up to 03.06.2016, for the supply of Physical Assets for Irrigation's offices from registered firms/companies, the details of which are given as under:-

HARDWARES ITEMS

NAME OF DEPARTMENT	COMPUTER SET PENTIUM-IV	LASER JET PRINTER	UPS BACKUP 30 MINUTES
Irrigation Department, Government of Sindh.	04	04	04

PLANT & MACHINERY ITEMS

NAME OF DEPARTMENT	TWO SPLIT AC 1.5 TON	WATER DISPENSER	PHOTOCOPIER
Irrigation Department, Government of Sindh.	02	02	02

FURNITURE ITEMS

NAME OF DEPARTMENT	OFFICE TABLE		OFFICE CHAIR 3 X 250 Caution wooden 100 netting revolving	REVOLV ING CHAIR 04NO AND 04NOS COMBIN ED CHAIR PLASTIC	WORK STATION SOFA SET	FILE CABINET (WOODEN)	IRON RECK 04 NOS (STEEL)
	Large size 5 x 3.50 Compute r table	Sm all size					
Irrigation Department, Government of Sindh.							

OFFICE INWARD DIARY
NO: 27/6
DATED: 20/5/16

- The sealed envelopes containing the offer along with samples should be submitted on 03.06.2016 up to 2.00 pm in the office of Chairman Department Purchase Committee, Additional Secretary (Admn) Room No.501, 1st Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta Turk Road, Karachi along-with samples. The Tender shall be opened at 03:00 pm, on the same day i.e., 03.06.2016 before the parties.

TERMS AND CONDITIONS

1. Interested bidders registered with Sales Tax & Income Tax Department can obtain the bidding documents from the addressed mentioned below or from SPPRAs website (www.pprasindh.gov.plc) on payment of tender fee Rs.500/- through pay order only in favour of procuring agency i.e., Section Officer (General), Irrigation at 1st Floor Sindh Secretariat Building No.2, Shahrah-e-Kamal Atta turk Road, Karachi.
2. Bids are invited on single stage one envelop process.
3. In case Government announces any public holiday on scheduled dates, the tender will be submitted and opened on the next working day as per usual schedule in accordance with rules Rule-41)3) of SPP Rules 2010.
4. Performance Security shall not be more than 10% of contract price.

6. Date of issuance of Bidding Documents	20-05-2016 to 03-06-2016
Last Date of submission of Documents / bids	03.06.2016 02.00 p.m
Date & Time of opening of Bids	03.06.2016 03.00 p.m
Place of issuance of Bids Documents & opening of bids	Section Officer (General) Irrigation at 1 st Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta turk Road, Karachi
Bid security	5% of bid price (Pay Order) in the name of Section Officer (General) Irrigation
Bid validity period	30 days.

7. Irrigation, Government of Sindh rejects or accepts any or all bids / any item from the tender enquiry as per SPPRA Rules 2010.
8. Irrigation Department, Government of Sindh reserves the right to reject any or all bids and enhance / reduce the quantity or delete any item from the tender enquiry as per SPPRA Rules 2010.
9. Provide sampling.
10. Provide Annual turnover of last three years.
11. Provide Affidavit that firm is not black listed.
12. Provide Experience Certificate of supplying items in relevant field.


(RASHID KHAN)
SECTION OFFICER (GENERAL)



NO. G/13-30/2015-16
GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

Karachi, dated the 20th May, 2016.

NOTIFICATION

NO. G/13-30/2015-16.- With the approval of the Competent Authority, the following Purchase / Procurement Committee comprising the following composition constitute under Rule 7 & 8 of Sindh Public Procurement Rules, 2010 (Amended 2013) :-

1.	Additional Secretary (Administration), Irrigation Department Government of Sindh, Karachi	Chairman
2.	Muhammad Saleem Rajpar, Section Officer Excise & Taxation Department Government of Sindh, Karachi	Member
3.	Section Officer (General) Irrigation Department Government of Sindh, Karachi	Member / Secretary

TERMS OF REFERENCE

- i) To carry all formalities under Rule 8 of SPRA Rules, 2010 (Amended 2013)

SECRETARY IRRIGATION
GOVERNMENT OF SINDH

NO. G/13-30/2015-16

Karachi dated the 20th May, 2016.

A copy is forwarded for information and necessary action to:-

1. The All members
2. P.S to Secretary Irrigation, Govt. of Sindh, Karachi.
3. P.S to Additional Secretary Irrigation, Govt. of Sindh, Karachi.
4. P.A to Deputy Secretary (Admn), Irrigation, Govt. of Sindh, Karachi.
5. Office Order File.

(RASHID KHAN)
SECTION OFFICER (GENERAL)



**Government of Sindh
Irrigation Department**

Tender Document

For

PURCHASE OF PHYSICAL ASSETS FOR IRRIGATION OFFICES

*Cost of Bidding Document: Rs. 500/-
(in shape of Pay Order/Demand Draft)*

Bid issuance date : from the date of publication of NIT
upto 03.06.2016
Last date for Bid Submission : 04.06.2016 by 02.00 P.m.
Date of Bid Opening : 04.06.2016 at 3.00 P.m.

Phone No: 021-99

SECTION - I
INSTRUCTIONS TO BIDDERS

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AWARD OF CONTRACT

INSTRUCTIONS TO BIDDERS

A. Introduction

The Irrigation Department, Government of Sindh intends to purchase office Furniture & Fixture, Plant & Machinery and Hardware for its office at Karachi

01. Source of Funds

- 1.1 Government of Sindh.

02. Eligible Bidders

- 2.1 The invitation for Bids is open to all suppliers having Pakistani Nationality.

03. Eligible Goods and Services

- 3.1 The Goods and related services to be supplied under the contracts (such services here in after referred to services) shall have their origin and all expenditures made under the contract will be limited to such articles.
- 3.2 For purpose of clause 3.1 above 'origin' shall be considered to be the place where the Goods, Goods are mined, Grown, produced through manufacturing, processing or substantial and major assembling of components, a commercially recognized products results that is substantially different in basic characteristics or in purpose of utility from its components.

04. Cost of Bidding / Contract

- 4.1 The Bidder shall bear all costs associated with the Preparation and delivery of its Bid/ Contract, and the Purchaser will in no case be responsible or liable for those costs.

05. Assurance

- 5.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to deliver the goods and services pursuant of the contract, within the time set forth therein.

B. The Bidding Document

06. Contents of Bidding Documents

- 6.1 The Goods and Service required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the bidding documents include.
 - (a) Instructions to Bidders.
 - (b) General Conditions of Contract (GCC)
 - (c) Special Conditions of Contract (SCC)
 - (d) Technical Specification
 - (e) Sample Forms.
 - (i) Bid form and Price Schedule
 - ii) Bid Security Form

- iii) Contract form.
- iv) Performance Security Form.
- v) Bank Guarantee Form for Advance Payment.
- vi) List of Member eligible member Countries.

6.2 The Bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid Not substantially responsive to the Bidding Documents in every respect will result in the rejection of Bid.

07. Clarification of Bidding Documents

7.1 Prospective Bidders requiring any further information or clarifications of the Bidding Documents may Notify the Purchaser in writing or by Telex or by Cable at the Purchaser's mailing Address indicated in the Bidding Documents prior to the deadline for the submission of Bid prescribed by the Purchaser. The Purchaser's response (including an explanation for the query) will be sent in writing to all prospective Bidders who have received the Bidding Documents.

08. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendments.

8.2 The amendment shall be the part of the Bidding Documents, pursuant to clause 8.1 will be notified in writing to all prospective Bidders who have received the Bid Documents, and will be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bid Documents.

8.3 In order to afford prospective Bidders reasonable time in which to take amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

09. Language of Bid

9.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in Urdu, Sindhi and English languages, provide that Urdu and Sindhi literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bids, the English translation shall govern.

C. Preparation of Bids

10. Documents Comprising the Bid

10.1 The Bid prepared by the Bidder shall comprise the following components.

- (a) A bid form and price schedules completed in accordance with clause 11,12 and 13
- (b) Documentary evidence establishing in accordance with clause 14 that the Bidders is eligible to Bid and that the articles to be supplied and the Services to be provided by the Bidder are eligible under Contract.
- (c) Documentary evidence establishing in accordance with clause 15, that the Bidder is qualified to perform the Contract if its Bid is accepted.
- (d) Documentary evidence establishing, in accordance with clause 16, that the articles to be Supplied by the Bidder confirms to the Bidding Documents.
- (e) Bid Security furnished in accordance with clause 17 of this Document.

11. Bid Form

- 11.1 Bidder shall complete the Bid Form and the appropriate price schedules furnished in the Bidding Documents.

12. Bid Prices

- 12.1 The bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin and Make/Model of the Goods and Services to be supplied under the Contract..
- 12.2 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as provided for the General Conditions of Contract or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

13. Bid Currencies

- 13.1 Prices shall be quoted in Pak Rupees.

14. Documents Establishing Eligibility of the Bidder, Goods and Services

- 14.1 The bidder shall furnish, as part of its Bid, certification establishing both the bidder's eligibility to bid and that the origin of the Goods and Services is an eligible source country, pursuant to Clauses 2 and 3.

15. Documents Establishing the Bidders Qualification to Perform the Contract

- 15.1 The documentary evidence of the bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction prior to award of Contract:
 - (a) that, in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods' manufacturer or produce to supply the Goods to or in the Purchaser's country;

- (b) that the bidder has the financial, technical, and production capability necessary to perform the Contract.

16. Documents Establishing Goods, Eligibility & Conformity to the Bidding Documents

16.1 The Documentary evidence of conformity of 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 Good's essential technical and performance characteristics.
- b) A detailed schedule of work under the contract (dispatch/work schedule) outlining key activities and critical items on the schedule which could influence the contract completion date.
- c) a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods, for a period of (two years); and
- d) a clause-by-clause commentary on the specifications, demonstrating the Goods' responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Specifications.

16.2 For purposes of the commentary to be furnished pursuant to sub-clause (d) above, the Bidder shall Note that standards for workmanship, material and goods, and reference to brand names or catalogue numbers, designated by the purchaser in the specifications are intended to be descriptive only and not restrictive. The Bidder may substitute other authoritative standards, brand names or catalogue numbers in its Bids provided that it demonstrates the Purchaser's satisfaction that the substitutions are equivalent or superior or those designated in the specifications, except if the specifications specifically provide otherwise.

16.3 In order to prove that the Goods offered are of acceptable quality and standard, the bidders shall furnish the documentary evidence that the Goods offered have been in production for several years and reasonable units of similar capacity have been sold and have been in operation satisfactorily to the end users.

17. Earnest Money

17.1 Pursuant to Clause 12, the bidder shall furnish, as part of its Bid, a bid security in the amount of two percent (2%) of the offered value.

17.2 The Bid security shall be denominated in the currency of the Bid. It shall be valid for (28) days beyond the validity of the Bid and shall be in form of Pay Order/Demand Draft/Bank Guarantee.

- 17.3 Any Bid not secured in accordance with clauses 17.1 and 17.2 above will be rejected by the Purchaser as Non-responsive, pursuant to Clause 18.
- 17.4 An unsuccessful Bidder's bid security will be discharged /returned as promptly as possible upon award of Contract, but in any event Not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause-20.
- 17.5 The successful bidder's bid security will be discharged/returned upon the bidder's executing the Contract, and furnishing the performance security, pursuant to Clause 36.
- 17.6 The bid security may be forfeited:
- (a) if a bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid Form; or
 - (b) in the case of a successful bidder, if the bidder fails
 - (i) to sign the Contract in accordance with Clause-35; or
 - (ii) to furnish the performance security in accordance with Clause-36

18. Period of Validity of Bid and alternative Bids

- 18.1 Bids shall remain valid for Not less than 30 days after the date of Bid closing prescribed by the Purchaser pursuant to clause-21
- 18.2 Notwithstanding clause-18.1 above, the Purchaser may solicit Bidder's consent to extend of the period of Bid validity. The request and the responses thereto shall be made in writing (or by Cable or Telex). If the Bidder agrees to extend request, the validity of the Earnest Money provided under clause-17 shall also be suitably extended. A Bidder may refuse the request without forfeiting his Earnest Money. A Bidder granting the request will not be required or permitted to modify its Bid.
- 18.3 Bidders may submit Alternative Bids, which do not conform to the Specifications of Goods but meet the performance prescribed in, or the objectives of the Specifications. However, only the Alternative Bids of the bidder whose main Bid is the lowest evaluated substantially responsive Bid will be considered. If a bidder wishes to have its Alternative Bid or Bids considered on an equal basis with all other main Bids, it shall submit a bid Earnest Money to each Alternative Bid. All Alternative Bids submitted in this manner will be treated as main Bids. Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the main Bid.

19. Format and Signing of Bid

- 19.1 The original Bid Form and accompanying Documents (as specified in clause-11) clearly marked "Original" plus "Duplicate" copies (if required) must be received by the Purchaser at the date, time and space specified

pursuant to clauses 20 & 21. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.

- 19.2 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 sign on behalf of the Bidder. Such authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printing literature, shall be initialed by the person or persons signing the Bid. The name and position held by each person's signing must be typed or printed below the signature.
- 19.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidders, in which case such correction shall be initiated by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bid

- 20.1 The Bidder shall seal the Bid envelope duly marking the envelopes.
- 20.2 The envelopes shall be addressed to the Section Officer (General), at following address:

Section Officer (G)
Irrigation Department
Government of Sindh,
1st Floor Tughlaq House, Sindh Secretariat, Karachi.
Phone No: 021-99213417

- 20.3 The Envelope should contain at the left corner:

Tender No.
DO NOT OPEN BEFORE (date & time of opening of Bids given in Bid Notice)

- 20.4 In addition to the information required in clause-22 the inner envelopes shall indicate the name and address of the Tenderer to enable the Purchaser to return the un-opened Bid in case it is declared "**Late**" pursuant to clause-23

21. Deadline for Submission of Bids

- 21.1 The Original Bid together with the Duplicate must be received by the Purchaser at the address specified in clause-20.2 not later than the time specified for submission of Bid as in the Bid Notice.
- 21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bid by amending the Bidding Documents in accordance with clause-08, in which all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

22. One Bid per Bidder

22.1 Each bidder shall submit only one Bid either by itself, or as a partner in a joint venture. A bidder who submits or participates in more than one Bid (except alternative Bid pursuant to Clause 18.3) will be disqualified.

23. Late Bids

23.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause-21 will be declared "Late" and rejected and may be returned unopened to the Bidder.

24. Modification and withdrawal of Bids

24.1 The Bidder may modify or withdraw its Bid after the Bids submission provided that written Notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.

24.2 The Bidders modification or withdrawal Notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause-20. A withdrawal Notice may also be sent by Telex or Cable but must be followed by a signed confirmation copy.

24.3 No Bid may be modified subsequent to the deadline for submission of Bids.

24.4 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 of the Bid Form. E. Bid opening and Evaluation

25. Bid Opening and Evaluation

25.1 The Purchase Committee will open Bids in the presence of Bidder's authorized representatives who choose to attend, at the day, time and place of opening of Bids (as prescribed in the invitation for Bids).

25.2 The Bidder's name, prices of main and alternative bids, all discounts offered, modifications and withdrawals, and the presence or absence of the requisite Earnest Money, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the time of opening.

25.3 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the bidder's Bid.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its Bid, if any. All responses to request for such clarification shall be in writing and

no change in the price of substance of the Bid shall be sought, offered or permitted.

27. Preliminary Examination

27.1 The Purchaser or his nominee will examine the Bids to determine whether:

- (a) They are complete in all respect;
- (b) Computational errors, if any have been made;
- (c) Required Sureties have been furnished;
- (d) Documents have been properly signed; and
- (e) Bids are generally in order.

27.2 Arithmetical errors will be rectified on the following basis. If there is any discrepancy between the unit Price and the total cost that is obtained by multiplying the unit price and quantity, unit price shall prevail and the cost will be corrected. If there is a discrepancy between the total bid amount and the sum of total costs for each package, the total cost shall prevail and the total bid amount will be corrected.

27.3 Prior to the detailed evaluation, pursuant to clause-28, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of goods offered pursuant to Clause 16.2 A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.

27.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

28. Evaluation and Comparison of Bids

28.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive pursuant to clause-27:

28.2 The Purchaser's evaluation of a Bid will exclude and not take into account:

- a) in the case of Goods partially or wholly manufactured within the Purchaser's country or Goods of foreign origin already located in the Purchaser's country, sales and other similar taxes which may be levied on the finished Goods if the Contract is awarded to the bidder;
- b) in the case of Goods to be offered from outside the Purchaser's country, customs duties and other similar import duties and taxes which may be levied on the Goods if the Contract is awarded to the bidder; and
- c) the Purchaser's evaluation of a Bid will take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in this clause:
 - i) ***Contractual and Commercial Deviations:***

The cost of all quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Bid.

ii) **Work Schedule:**

The Goods covered by this bidding are required to be delivered and installed in accordance with and completed within the Work Schedule specified in the Special Conditions of Contract. Bidders are required to base their prices on the specified Work Schedule. No credit will be given to earlier completion. Bids offering late work schedules will be accepted but the Bids shall be adjusted in the evaluation by adding at the rate of (0.05 per cent) of the bid price for each day of delay to bid price. Bids offering work schedules beyond (*three months*) the date specified in the Special Conditions of Contract shall be rejected.

iii) **Operating Costs:**

Since the operating costs of the Goods being procured form a major part of the life cycle cost, these costs will be evaluated and based on prices furnished by the Bidder as well as on past experience of the Purchaser or other purchasers similarly placed. Such costs shall be added to the bid price for evaluation.

The operating cost factors for calculation are:

- i) number of years for initial period of operation (*It is recommended that the initial period of operation not exceed the usual period before a major overhaul of the Goods. Usually between five to ten years.*)
- ii) operating costs (e.g. *fuel and/or other input, unit cost, annual and total operational requirements*).
- iii) rate, in percent, to be used to discount to present value all annual future costs calculated under (ii) above for period specified in (i).

iv) **Functional Guarantee of the Goods:**

- a) Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed Goods in response to the Technical Specifications. Goods offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Technical Specifications to be considered responsive. Bids offering Goods with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.
- b) For the purposes of evaluation, an adjustment of (*indicate factor*) will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder below (or above) the value specified in the Technical Specifications.

v) **Local Handling and Transportation:**

For Goods offered from outside the Purchaser's Country, the cost of local handling and transportation from the port of entry to the Purchaser country, similar cost from the warehouse/factory to the Purchase's store will be added to the bid price for evaluation.

29. Contacting the Purchaser

29.1 Subject to clause-20, no Bidder shall contact the Purchaser on any matter relating to its Bid, in between Bid Opening and Contract Award period.

29.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's decisions in respect of Bid Evaluation, or Contract Award will result in the rejection of that Bidder's Bid.

30. Purchaser's Right to accept any Bid and to reject any or all Bids

30.1 The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any Liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder of the grounds for the Purchaser's action.

F. AWARD OF CONTRACT/(S)

31. Post Qualification

31.1 The Purchaser will determine to its satisfaction the Bidder selected as having submitted the lowest-evaluated / quality-evaluated / requirement-evaluated responsive Bid is qualified to satisfactorily perform the Contract.

31.2 The determination will take into account the Bidder's financial, technical and production after sales Service capabilities. It will be based upon an examination of the Documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to clause-15, as well as such other information as the purchaser deems necessary and appropriate.

31.3 To verify its technical capability, the Bidder must provide with its bid Documentary evidence that the items offered have been in production for at least five (5) years and that a minimum of fifty (50) units of similar capacity have been sold (list of consignees should be attached) and have been in operation satisfactorily for at least 12 months.

32. Award Criteria

32.1 An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.

32.2 The Purchaser will award the Contract to the successful Bidder / Bidders whose Bid / Bids has / have been determined to be the lowest evaluated / quality-evaluated / requirement evaluated responsive Bid, provided further that Bidders determine to be qualified to satisfactorily perform the Contract.

33. Purchaser's Right to Vary Quantities at Time of Award

33.1 The purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of Goods as specified in the specifications without any change in unit prices of other terms and conditions.

34. Notification of Award

34.1 The Purchaser will Notify the successful Bidder in writing by registered letter, or by Cable to be confirmed in writing by registered letter that his Bid has been accepted and on which basis the Bid has been accepted.

34.2 The Notification of Award will constitute the formation of a Contract until the Contract has been effected pursuant to clause-35.

35. Singing of Contract

35.1 At the time of Notification of award, the Purchaser will send the successful Bidder the Model Contract Document provided in these Bidding Documents, incorporating all agreement between the parties.

35.2 Within thirty (30) days of receipt of such Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

36. Performance Security

36.1 Within the Seven (7) days of the receipt of Notification of award from the Purchaser, the Bidder shall furnish the performance Security, in accordance with the conditions of Contract, in the Performance Security Form provided in the Bidding Documents or any other form acceptable to the Purchaser.

SECTION-II BID DATA SHEET (BDS)

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

Introduction			
ITB 1.1	Name of Contract.	Purchase of Office Furniture & Fixture, Plant & Machinery and Hardware.	
ITB 22.2	Name of Purchaser	Irrigation Department, Government of Sindh, Karachi	
ITB 22.2	Purchaser' address, Telephone & Fax #	Section Officer (G) Irrigation Department Government of Sindh, 1 st Floor Tughlaq House, Sindh Secretariat, Karachi. Phone No: 021-99213417	
ITB 1.1	Language of Bid	The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by the English translation, in which case, for purpose of interpretation of the Bids, the English Translation shall govern.	
Bid Price & Currency			
ITB 12.2	Price Quoted:	Delivered Duty Paid (DDP) at Consignee End.	
ITB 12.3	Bid Price:	Fixed.	
ITB 13.1	Bid Currency:	Pak Rupees (PKR).	
Bid Submission			
ITB 19.1	Bid Security	% of the quoted Price.	
ITB 18	Bid Validity Period	30 Days.	
ITB 20	Number of Copies	One (Original). Two copies	
ITB 20.2	Address for Bid Submission	Section Officer (G) Irrigation Department Government of Sindh, 1 st Floor Tughlaq House, Sindh Secretariat, Karachi. Phone No: 021-99213417	
ITB-20.0	ITB Title Number	Purchase of Office Furniture & Fixture, Plant & Machinery and Hardware.	
ITB 21	Deadline for Bid Submission	03.06.2015 at 1400 hrs	
ITB 21.1	Date, Time & Place for Bid Opening	03.06.2015 at 1500 hrs Section Officer (G) Irrigation Department Government of Sindh, 1 st Floor Tughlaq House, Sindh Secretariat, Karachi. Phone No: 021-99213417	
Contract Award			
ITB 33	Purchaser's right to increase or decrease the quantities.	The Purchaser reserves the right to increase or decrease the quantities of articles to be procured, at the time of award of Contract as per SPP Rules, 2010	

1. All offers be made as per format of Price Schedule of this document. Additional Pages may be used, if needed. *In order to facilitate Bidders, a price schedule (containing the specifications & quantities of required stores) has been provided at Annex-A.*
2. Prices quoted to cover all expenses including Freight, Taxes, and Insurance etc.
3. Goods will be required to be delivered as per schedule and at Consignee End.

SECTION-III QUALIFICATION & EVALUATION CRITERIA

Qualification			
ITB 16	Criteria for Qualification:	i)	The criteria for Qualification of Bid will be based on the conditions as laid down in this Section, furnishing & submission of following documents/evidence/information.
		a)	Copy of Proprietorship/partnership deed
		b)	Copy of NTN & Sales Tax Certificate
		c)	Two (2) years experience in relevant field.
		d)	Financial Turnover at least 3 years (Bank statement or Bank certificate)
		e)	Undertaking/affidavit on stamp paper that the firm is not involve in any litigation / arbitration or has not abandoned any work or has never been black-listed in any department
		f)	Attach relevant brochure
		e)	Authorized distributor Certificate

BIDDING FORMS

Bid Submission Sheet

Date: _____

Invitation for Bid No: _____

Section Officer (G)
Irrigation Department
Government of Sindh,
1st Floor Tughlaq House, Sindh Secretariat, Karachi.
Phone No: 021-99213417

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. _____;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services:

_____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
_____;
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the /expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____ - _____;
- (h) We are Not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has Not been declared ineligible by the Government.
- (j) The following commissions, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

<u>Name of Receipt</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this Bid, together with your written acceptance thereof included in your Notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____

in the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

BIDDING FORMS

Bid Security / Earnest Money Form

WHEREAS _____
hereinafter called the "*Bidder*" has submitted its bid, dated _____ for
the Provision of _____
_____.

KNOW ALL MEAN by these presents that I/We _____ of
_____ having our
registered office (s) at _____ do hereby
submit Earnest Money of Rs. _____ (Rupees _____
_____) for the aforesaid Bid in the shape of
Pay Order/Demand Draft No. _____ dated _____ issued by
_____ Bank in favour of the Project Director, MEHCU Project
Sindh, hereinafter called "*Purchaser*".

Name & Signature of Supplier (s)

Authorized Representative

Dated _____.

BIDDING FORMS

Bid Security / Earnest Money Sheet

Tender No. _____

Procurement of _____

Sr. No.	Quantity	Cost (Rs.)	Total Bid Price/cost (Rs.)	Earnest Money @ 5% of Bid Value		
				Amount	P.O/D.D.	Name of Bank

Signature of the Tenderer _____

Name & Address _____

Firm Stamp _____

Dated _____

Karachi, dated the May, 2016

Rs. 500/- (Non-Refundable)

TENDER FORM

PURCHASE OF PHYSICAL ASSETS FOR IRRIGATION'S OFFICES

Date of Acceptance of Tender: _____ Time: 02:00 P.M

Date of Opening of Tender: _____ Time: 03:00 P.M

Name of Company: _____

Address & Phone No: _____

Contact Person _____

DETAILS / SPECIFICATION OF ITEMS HARDWARES ITEMS

S. No	Name of Items	Quantity	Rate per Unit with All Taxes	Total Amount	Delivery Period
1.	Computer set Pentium-IV complete with all accessories	04			
2.	Laser Jet Printer	04			
3.	UPS Backup 30 Minutes	04			

DETAILS / SPECIFICATION OF ITEMS PLANT AND MACHINERY ITEMS

S. No	Name of Items	Quantity	Rate per Unit with All Taxes	Total Amount	Delivery Period
1.	Two Split AC 1.5 Ton	02			
2.	Water Dispenser	02			
3.	Photocopier <i>with stabilizer</i>	02			

DETAILS / SPECIFICATION OF ITEMS FURNITURE & FIXTURE ITEMS

S. No.	Name of Items	Quantity	Rate per Unit with All Taxes	Total Amount	Delivery Period
1.	Office Table (Size 6-0-x4-0") Office table with Side Rack 5-0" and mobile rack with 3 No's drawer lock & Handle. Made in Lasani MDF with oak ply Malaysia pressed having matte finish lacquer polish, top glass 12 mm thick with polish dhar.				
2.	Office Table Size 5-0' x 3-0") Office table with Side Rack 5-0" and mobile rack with 3 No's drawer lock & Handle. Made in Lasani MDF with oak ply Malaysia pressed having matte finish lacquer polish, top glass 12 mm thick with polish dhar.				
3.	Office Table Size 4-0"x-6") Mobile rack with 3 No's drawer lock & Handle. Made in Lasani MDF with oak ply Malaysia pressed having matte finish lacquer polish, top glass 12 mm thick with polish dhar.				
4.					

	Office Table Size 3'-0x2-0" Mobile rack with 3 No's drawer lock & handle. Made in lasani MDF with oak ply Malaysia pressed having matte finish lacquer polish, top glass 12 mm thick with polish dhar.				
5.	Revolving High Back Chair Revolving high back chair seat and back made in Master Moly foam, base and arms made in Taiwan having 5 nos imported wheels with best quality approved cloth.				
6.	Revolving Can Chair. Revolving Can Chair in sheesham wood seat and back made in Master Moly foam, base and arms made in Taiwan having 5 nos imported wheels with best quality approved cloth.				
7.	Executive Visitors Chair:- Revolving Can Chair in sheesham wood seat and back made in Master Moly foam, base and arms made in Taiwan having 5 nos imported wheels with best quality approved cloth.				
8	Office Chair:- Office chair in sheesham wood seat back made in Master Moly foam, based and arms made in Taiwan having 5 nos imported wheels with best quality approved cloth.				
9	Workstation (size 4-0 x2"):- Mobile rack with 3 No's drawer lock & Handle. Made in Lasani MDF with oak ply Malaysia pressed having matte finish lacquer polish, top glass 12 mm thick with polish dhar.				
10	Steel File Cabinet (size 4-0"x2-6): Steel file cabinet made in 20 gage best quality sheets with five shelves complete with lock and handle.				
11	Steel Almirah (size 4-0"x2-6) Steel almirah made in 20 gage best quality sheets with five shelves complete with lock and handle.				

The sealed envelopes containing the offer along with samples should be submitted on 20.5.2016 (within 15 days of publication of this Notice) up to 2.00 pm in the office of Chairman Department Purchase Committee, Irrigation Department Room No.501, 1st Floor, New Sindh Secretariat Building, Karachi along with samples. The Tender shall be opened at 03.00 pm on the same day i.e. 20.5.2016 before the parties.

SCHEDULE OF REQUIREMENT

The office furniture & Fixture and Machinery & Equipment shall be delivered and installed in accordance with the subsequent purchase/supply order to be issued by the purchaser as per following schedule of requirement: -

Mode of penalty	100% quantity as per Purchase/Supply Order	Total delivery period
Without penalty	45 days	45 days
With penalty @ 0.5% per day on total bid cost after 45 days of Purchase Order on undelivered quantity	15 days	60 days

Name _____

in the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

PART - II

CONTRACT

GENERAL CONDITIONS OF CONTRACT (G.C.C)

01. Use of Contract Documents and Information

- 1.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract or any provision thereof, or any specification, pattern sample or information furnished by or on behalf of Purchaser in connection herewith to any person other than 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 as far as may be necessary for purpose of such performance.
- 1.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any Document or information specified in clause 1.1 above, except for the purpose of performing the Contract.
- 1.3 Any Documents / Literatures / Catalogues if Supplied by the Purchaser, other than the Contract itself, specified in clause 1.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser, on completion or prior to the completion of the Supplier's performance under the Contract, if so required by the Purchaser.

02. Change Order

- 2.1 The Purchaser may at any time, by written Notice to the Supplier, 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 Purchaser; or
 - (b) the method of shipment or packing; or
 - (c) the method of installation; or
 - (d) the place of delivery.
- 2.2 Upon Notification by the Purchaser of such change, the Supplier shall submit to the Purchaser an estimate of costs for the proposed change (hereinafter referred to as the Change or Changes) including any change in the schedule of Payments, within ten (10) calendar days of receipt of Notice of change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the Change, if applicable.
- 2.3 The Supplier shall Not perform change in accordance with clause 2.1 above until the purchaser has authorized a change order in writing on the basis of the estimate provided by the Supplier as described in clause 2.2 above.
- 2.4 Changes mutually agreed upon as a change shall constitute a part of work under this Contract, and the provisions and conditions of the Contract shall apply to said change.

03. Contract Amendments

3.1 Subject to clause 2, No. variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

04. Sub-Contracts

4.1 The Supplier shall not subcontract all or any part of the contract without first obtaining the Purchaser's approval in writing of the sub-contracting and the sub-contractor.

4.2 The Supplier guarantees that any and all subcontractors of the Supplier for performance of part of work under the Contract will comply fully with the terms of the Contract applicable to such part of the work under the Contract.

05. Country of Origin

5.1 All Goods & Services Supplied under the Contract shall have their origin in eligible countries.

5.2 For purpose of this clause, "Origin" shall be considered to be the place where the Goods were mined, grown or produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, commercially recognized products results that is substantially different in basic characteristics or in purpose or utility from its components.

06. Inspection and Test

6.1 The Purchaser or its representative shall have the right to inspect the work being carried out under this Contract and to test the goods to confirm their conformity to the Specifications. The Specifications, Conditions of Contract or Specifications or both shall specify what inspections the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of identity of any representative retained for these purposes.

6.2 The inspections and test may be conducted by the "Procurement Committee of MEHCU Project on the premises of the Supplier or its sub-Contract(s), at the point of delivery and at the Good's final destination. Where conducted on the premises the Supplier or its sub-Contractor(s) all reasonable facilities and assistance, including access drawings and production data, shall be furnished to the Inspection Committee at No. charges to the Purchaser.

6.3 Should any inspected tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alteration necessary to meet the requirements of the specifications, free of cost to the purchaser.

6.4 The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods arrival at the site of the installation shall in no way

be limited or waived by reason of the Goods have previously been inspected, tested and passed by the Purchaser or its representatives prior shipment of the Goods.

6.5 Nothing in this clause 6 shall in any way release the Supplier from any Warranty obligations under the Contract.

07. Packing And Transportation

(A) Packing

- (a) 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.
- (b) 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 the Special Conditions of Contract and in any subsequent instructions ordered by the Purchaser.

(B) Transportation

- (a) The Supplier shall at its own risk and expense transport all the Goods and the Supplier's Goods to the Site by the mode of transport which the supplier judges most suitable under all the circumstances.
- (b) Upon dispatch of each shipment of the Goods and the Supplier's Goods, the Supplier shall Notify the Purchaser by fax of the description of the Goods and the Supplier's Goods, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Supplier shall furnish the Purchaser with relevant shipping documents specified in the Special Conditions of Contract.
- (c) The Supplier shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Goods and the Supplier's Goods to the Site. The Purchaser shall use its best endeavors in a timely and expeditious manner to assist the Supplier in obtaining such approvals, if requested by the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Goods and the Supplier's Goods to the Site.

08. Patent/Manufacturing Rights

8.1 The Supplier shall indemnify and hold the purchaser harmless against all third party claims of infringement of patent trademark or industrial design rights arising from use of the Goods or any part thereof.

09. Performance Security

- 9.1 The Supplier shall cause performance security to be furnished to the Purchaser at the amount of five percent (5%) of the Contract price (including bid security/earnest money @ 2% already submitted by the bidder at the time of submission of bid). Such performance Security shall be provided in form as is acceptable to the Purchaser, within seven (7) days after the Supplier's receipt of the Notification of award of Contract.
- 9.2 The proceeds of the performance security shall be Payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its work under the Contract. The Supplier shall cause the validity period of the performance security to be extended for such period(s) as the Work Schedule may be extended pursuant to Clause 18.2.
- 9.3 The performance Security shall be denominated in a Currency of the Contract, or in a freely convertible Currency acceptable to the Purchaser, and shall be in one of the following forms:
- (a) A Bank Guarantee for the balance amount after conversion of Earnest Money in to Performance Security / Security Deposit, issued by the Bank acceptable to the Purchaser, or in such other form as is acceptable to the Purchaser; or
 - (b) A Pay Order or Bank Draft of the amount as in clause-a, in favour of Purchaser.
- 9.4 The Performance Security will be discharged or returned or both by the Purchaser after submission (by Supplier) of Bank Guarantee of 10% of the ordered material to cover the Warrantee Period, but Not later than thirty (30) days following the date of Final Acceptance pursuant to Clause 12.1.

10. Indemnity

- 10.1 The Supplier and the Purchaser shall indemnify and hold harmless each other from and against such claims and liabilities as provided in the Special conditions of Contract.
- 10.2 Not-with-standing anything in this Contract to the contrary, it is agreed that neither the Supplier nor the Purchaser shall be held liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damage.

11. Insurance

- 11.1 All Goods supplied under the Contract shall be fully insured in a freely convertible Currency against loss or damage incidental to manufacture or acquisition, transportation, Storage delivery, and installation, in the manner specified in the special Conditions of Contract.

12. Transfer of Title.

- 12.1 The Goods, whether installed or Not, shall immediately, in consideration of Payment of the first installment if any of the Contract price to the Supplier by the Purchaser, become and remain the property of the Purchase;

provided always that the Supplier shall have a particular possessory lien on the Goods to the extent the value thereof exceeds the total value of the installment payments made is the Purchaser to the Supplier.

- 12.2 Not-with-standing the provisions of Clause 11.1, the Supplier shall be responsible for all damages to and loss of all aforesaid items furnished by the Supplier and item furnished to the Supplier by the Purchaser to enable the Supplier to complete the installation and for all temporary structure and facilities and for all parts of the installation completed or in progress, until the Certificate and Final Acceptance has been issued pursuant to Clause 12.1.

13. Acceptance

- 13.1 Upon completion of the work under the Contract, a final inspection at site carried out by the Inspection Committee for the purpose and accepting the Goods (hereinafter called the final Acceptance). Such inspection shall constitute the Final Acceptance of the Goods and Services under the contract, unless the Inspection (during the Inspection) shows defects or shortcomings or both. In case of defect or shortcomings or both which in the Purchaser's opinion are considered essential, a re-inspection shall be convened when the Supplier has given Notice of completion of the corrective work carried out with regard hereto otherwise the Purchaser may accept the Goods if the defects or shortcomings or both are Not considered essential, and the Supplier has agreed to carry out the repairs in conformity with this Contract.

14. Warranty

- 14.1 The Supplier warrants to the Purchaser that the Goods and Services supplied under the Contract will comply strictly the Contract, shall be first class in very particular case and shall be free of all defects. The Supplier further warrants to the Purchaser that all material, Goods and Supplies furnished by the Supplier or its sub-Contractors for the purpose of the Goods will be new merchantable of the most suitable grade, and fit for their intended purpose. The Contractor further warrants that the Services to be carried out under this Contract will conform with general accepted professional standards and Engineering principles.
- 14.2 This warranty shall remain valid for twenty four months after the Final Acceptance or after the date of arrival of Goods at the site, whichever period concludes earlier, unless specified otherwise in the special conditions of Contract.
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claim arising under the Warranty.
- 14.4 Upon receipt of such Notice, the Supplier shall promptly but not later than 7 days of such request repair or replace the defective Goods or part thereof, inclusive, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination and their installation.

14.5 Without prejudice to Clause 13.3 and 13.4 above, the Supplier shall promptly correct, at No. cost to the Purchaser, any defect in any work of correction performed pursuant to Clauses 13.3 and 13.4 above, upon receipt of written Notice of defect within 15 days from acceptance of the Notice for correction of the defect.

14.6 If the Supplier, having been notified, fails to remedy the defect (s) in accordance with the Contract, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier's expenses. The Supplier's Warranty pursuant to this Clause 13 is without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under Contract.

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Special Conditions of Contract.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to Clause 9 and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in case not later than sixty (60) days after submission of an invoice or claim by the Supplier.

15.4 The currency or currencies in which payment is made to the Supplier under this Contract will be made in the currency or currencies specified in the Bid Form.

16. Prices

16.1 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 change in price resulting from a Change Order issued in accordance with Clause 3, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

17. Extensions in the Supplier's Performance

17.1 Delivery and installation of the Goods shall be made by the Supplier in accordance with the Time/ Work Schedule, pursuant to the Special Conditions of Contract.

17.2 The Supplier may claim extension of the time limits as set forth in the Work Schedule in case of :

- (a) Changes ordered by the Purchaser pursuant to Clause 2;
- (b) Delay of any materials, drawing or Services which are to be provided by the purchaser (Services provided by the Purchaser

shall be interpreted to include all approvals by the Purchaser under the Contract as well as access to the site);

- (c) Force Majeure Pursuant to Clause 22.1 and;
- (d) Delay in performance of work caused by orders issued by the Purchaser. The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavors to avoid or overcome such causes of delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay.

17.3 Notwithstanding Clause 16.2 above, the Supplier shall Not be entitled to an extension of time for completion unless the Supplier, at the time of such circumstances arising, immediately has Notified the Purchaser in writing of any delay that it may claim as caused by circumstances pursuant to Clause 16.2 above; and upon request of the Purchaser, the Supplier shall substantiate that the delay is due to the circumstances referred to by the Supplier.

18. Liquidated Damages

18.1 Subject to Clause 22, Force Majeure, 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 Purchaser 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 the Special Conditions of Contract 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 the Special Conditions of Contract. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 17, Termination for Default.

19. Termination for Default

19.1 The Purchaser may, without prejudice to any remedy for breach of Contract written Notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser, pursuant to Clause-15
- (b) If the Supplier fails to perform any other obligations(s) under the Contract; and if the Supplier, in either of the above circumstances, does Not cure its failure within a period of the (10) calendar days (or such longer period as the Purchaser may authorize in writing after receipt of a Notice of default from the Purchaser specifying nature of the default (s).

19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 17.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods Not-with-standing the above, the Supplier shall continue performance of the Contract to the extent Not terminated.

20. Termination for insolvency

20.1 The Purchaser may at any time terminate the Contract by giving written Notice to the Supplier without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Not-with-standing the above, such termination will Not prejudice or affect any right of action of remedy which has occurred or will accrue hereafter to the Purchaser.

21. Termination for Convenience

21.1 The Purchaser may, by written Notice to the Supplier, 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 Purchaser's convenience, the extent to which performance of Supply of Goods under the Contract is terminated, and the date upon which such termination becomes effective.

21.2 The Goods which are complete and ready for shipment within thirty (30) days after the Supplier's receipt of Notice of termination shall be purchased by the Purchaser at the Contract prices and on the other Contract terms. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion thereof completed and delivered at the Contract prices and on the other Contract terms; and / or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials & parts previously procured by Supplier for the purpose of Contract, together with a reasonable allowance for overhead and profit.

22. Resolution of Disputes

22.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

22.2 If after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either part, may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract. The award shall be final and binding on the parties.

23. Applicable Law

23.1 The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan/Government of Sindh.

24. Force Majeure

24.1 In the event that the Supplier or any of its sub-Contractors, or the Purchaser is delayed in performance of any of its respective obligations under the Contract, and such delay is caused by Force Majeure, including

but not limited to war, civil insurrection, fires, floods, epidemics, earth quakes, quarantine restrictions, and freight embargoes, such delay may be executed as provided in Clause-16, and the period of such delay may be added at the time of performance of the obligation delayed.

24.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such Condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

25. Assignment

25.1 The supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

26. Contract Language

26.1 The Supplier hereby represents that he has sufficient knowledge of English Language to understand fully the Contract. The Contract shall be in the English Language, except if otherwise specifically agreed in writing between the parties.

26.2 The Supplier shall bear all costs of translation to English and all risks of the accuracy of such translation.

27. Taxes and Duties

27.1 The Supplier shall be entirely responsible for all Taxes, Stamps duties and all other such levies imposed by the Government of Pakistan/ Sindh. In case of the item to be supplied is imported than the supplier shall be responsible for all taxes imposed by outside country.

28. Headings

28.1 Headings, whether of Clauses or of other parts of the Contract, are for reference only and are not be construed as part of the Contract.

29. Waiver

29.1 Failure of either party to insist upon stories performance by the other party of any provision of the Contract shall in No. way be deemed or construed to effect in any way the right of that party to require such performance.

30. Deduction of Income/Sales Tax / SRB Tax at Source

30.1 Income/Sales Tax will be deducted from the payment made to the Contractor at source as per the Income/Sales Tax laws amended to date.

SECTION – VI

SPECIAL CONDITIONS OF CONTRACT (S.C.C)

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

1. Definition

1.1 The Purchaser is Project Director, MEHCU Project, Special Initiative Department government of Sindh.

1.2 The purchaser country is **Pakistan**.

1.3 Eligible countries as notified by **Government of Pakistan/Sindh**.

2. Inspection and Tests (GCC Clause 06)

2.1 The following inspection and tests from time to time may be required by the Purchaser.

- (a) Technical Specifications.
- (b) Performance of Goods should be as per Warranty/Guarantee Card.
- (c) All legal documents should be available on site/work place.

3. Indemnity (GCC Clause 10)

3.1 The indemnity provisions shall take into consideration the risks that apply during the various stages of execution of the Contract such as:

- i. third parties;
- ii. Supplier's facilities and Goods;
- iii. Supplier's personnel (including its subcontractors);
- iv. Purchaser's facilities and Goods, including the Goods.
- iv. Purchaser's personnel.

4. Documents & Delivery (Instruction to bidder Clause 16)

4.1 For imported supplies/goods, immediately upon shipment of the Contract items from the port of shipment the documents listed below, must be mailed/faxed to the Purchaser:

- i) One original and eight copies of detailed commercial invoices;
- ii) Two original and eight copies of clean, on-board bill of lading;
- iii) One original and eight copies of Packing Lists;
- iv) One original and eight copies of Marine Insurance Policy;
- iv) Manufacturer's or Supplier's warranty certificate;
- v) One original and eight copies of Inspection Certificate, issued by the inspection agency so nominated by the purchaser, and the Supplier's factory inspection report;
- vi) One original and eight copies of Certificate of Origin;
- vii) Eight copies of shipping advice; and

viii) One original and eight copies of Consular Invoices.

Note: It is required that all copies of documents shall be legible; otherwise, photocopies of the original shall be furnished.

4.2 Supplies covered by this Contract shall be packed in such manner as would be adequate for ocean export shipment. Such packing must be sufficient to secure safe arrival at destination, fully covering such overseas ocean transport hazards as rough handling and possible corrosion due to exposure to salt, atmosphere, salt spray or open storage. For any losses or damages in transit, full compensation shall be paid to the Purchaser by the Supplier:

- a) The contents of each shipping package shall be itemized on a detailed packing list showing quantity of Goods, gross and net weight and extreme outside dimensions (length, width & height) of each piece of container, Metric measure shall be used.
- b) One copy of the detailed packing list shall be enclosed in each package to be shipped. There shall also be enclosed in one package eight copies of a Master Packing List, summarizing and identifying each individual package which is a part of the shipment.

In addition to the standard, appropriate shipping marks, the following shipping marks should be properly made on all packages:

Stipulated in the order:

Contract No. _____
Gross Weight (Kg) _____
Net Weight (Kg) _____
Dimension (Meters) _____

Contractor should not ship more than the Contracted quantity and the Purchaser shall not be held responsible for payment in the case of aforesaid excess quantity. The Contractor shall be responsible for all consequences of the excess shipment.

4.3 After delivery of Contracted Goods, the Supplier shall submit within fifteen (15) days the following documents to the Purchaser.

- (a) Manufacturer's or Supplier's Warranty / Guarantee Certificate
- (b) Copies of the Packing list identifying contents of each Package.
- (c) Certificate of Origin.
- (d) Copies of the Supplier's Invoice showing Goods, Description, Quantity, Unit price and Total amount.
- (e) Inspection / Delivery Certificate issued by the Project Director, MEHCU Project Sindh, Karachi.

5. **Work Schedule**

5.1 Work schedule/manufacturing schedule along with installation schedule will be drawn in consultation with Project Implementation Unit and attached with Contract documents.

6. **Country of Origin (GCC Clause-5)**

6.1 The list of eligible countries as listed in Section-V of bidding document.

7. **Transportation (GCC Clause-7)**

7.1 For Goods supplied from outside the Purchaser's country:

Upon shipment, the supplier shall Notify the purchaser and Insurance Company by fax the full details of the shipment, including Contract number, description of Goods, quantity, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii) original and two copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and two copies of Nonnegotiable bill of lading;
- iii) copies of the packing list identifying contents of each package;
- iv) insurance certificate;
- v) Manufacturer's or Supplier's warranty certificate;
- vi) Inspection certificate, issued by the Nominated inspection agency, and the Supplier's factory inspection report; and
- vii) Certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses."

7.2. For Goods from within the Purchaser's country:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- i) copies of the Supplier's invoice showing Goods description, quantity, unit price, and total amount;
- ii) delivery Note, railway receipt, or truck receipt;
- iii) copies of the packing list identifying contents of each package;
- iv) insurance certificate;
- v) Manufacturer's or Supplier's warranty certificate;
- vi) Inspection certificate issued by the Nominated inspection agency, and the Supplier's inspection report; and
- vii) Certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses."

8. Payments (GCC Clause 15)

8.1 *For Goods supplied from outside the Purchaser's Country, the Purchaser will pay to the Supplier as follows:*

- a) **Upon signing of the Contract**, the Purchaser shall establish a Letter of Credit in a Commercial Bank, acceptable to both the parties, in favor of the Supplier, in the amount representing 100% of the Foreign Components Cost of the Contract.
- b) **The Purchaser** shall also arrange with the Asian Development Bank for the letter's issuance of a qualified commitment for reimbursement directly to the advising bank in Pakistan of the said Letter of Credit.
- c) **On Shipment:** Seventy (70) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in bank in its country under the ADB commitment procedure, upon submission of documents specified in these Special Conditions of Contract.
- d) **On Acceptance:** Twenty Five (25) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.
- e) **On Expiration of Warranty:** Five (5) percent of the Contract Price of Goods received shall be paid within thirty (30) days upon expiration of the warranty period.

8.2 *For Goods supplied from within the Purchaser's Country, the Purchaser will pay to the Supplier as follows:*

- a) 100% of the Contractual value of each individual consignment upon delivery at the consignees end of the Goods against presentation of the following documents:
 - i) Copies of the Supplier's invoice showing Good's description, quality, unit price, and total amount of payment due.
 - ii) Manufacturer's Warranty Certificate.
 - iii) Inspection Certificate issued by the authority nominated by the Purchaser.
 - iv) Certificate of the receipt of Goods issued by the consignee.
 - v) Certificate of Origin.
- b) Price charged by the Supplier for Goods delivered under the Contract shall not vary from the price quoted by the Supplier in the Bid Form.

- 8.3 The Purchaser will pay the Supplier directly for the costs of local handling, storage, transportation to site and installation services as follows (for Goods supplies from outside purchaser's Country):
- (a) Upon Arrival of Goods at site: Fifteen percent (15%) of all such costs shall be paid to the Contractor within 30 days upon arrival of all the Goods on the site of installation.
 - (b) Upon 50 percent Completion of the Services: Forty percent (40%) of all such costs shall be paid to the Contractor within 30 days upon completion of (definition of physical stage corresponding to about 50 percent completion).
 - (c) On Acceptance: Forty percent (40%) of all such costs shall be paid to the Contractor within 30 days after Acceptance pursuant to Clause 13 of these General conditions of Contract; and
 - (d) On Expiration of Warranty: Five percent (5%) of all such costs shall be paid to the Contractor upon expiration of the warranty period.
- 8.4 The final payment (5%) to be made to the Supplier upon expiry of the warranty period, may be released at the time of acceptance against a bank guarantee or other acceptable security in favor of the Purchaser for such amount.

8.5 *Shipment of Items:*

8.5.1 All Contract items shall be shipped to the Karachi Seaport, and not to any other port, Purchaser reserves the right not to consider valid any shipment to a port of entry different from that stipulated, here nor shall it entertain any additional payment as a consequence of the mis-shipment.

8.5.2 The Contractor shall Notify the Purchaser by cable, as soon as possible, the following information regarding each shipment:

- i) Contract Number.
- ii) Items shipped.
- iii) Numbers of Packages Shipped.
- iv) Name of Ship.
- v) Name of Shipping Lines and Pakistan Agent
- vi) Bill of Lading Number.
- vii) Port of Exit.
- viii) Date of Shipment.
- ix) Expected Date of Arrival at the Port of Entry.

This cable shall become part of the documentation.

9. Insurance Delivery and Commissioning of Goods (GCC Clause 11)

9.1 The Goods supplied under this Contract shall be delivered and risk is transferred to the Buyer after having been delivered, hence, insurance coverage is Suppliers responsibility. Since the Insurance is Suppliers responsibility they may arrange appropriate coverage.

- (i) on the Goods - during transportation (including maritime risks), storage and installation;
- (ii) on properties - against fire, earthquake, floods, theft, strikes, riots;
- (iii) on personnel - workmen's compensation/employer's liability;
- (iv) general third party liability;
- (iv) use of, e.g., motor vehicle, helicopter, or other special types of liability cover.

10. Warranty (GCC Clause 14)

10.1 In partial modification of the provisions, the warranty period shall be of two (02) years after receiving the Goods.

11. Included Services

11.1 The following Service shall be covered:

- (a) The Supplier shall deliver the Goods in assembled condition ready to operate at the consignee site.
- (b) The Supplier shall install, demonstrate the Goods and its Operation at the consignee site.
- (c) The Supplier shall ensure the supply of operational and service manuals and diagrams of Goods.
- (d) The Supplier shall train the staff in use of Goods.

12. Resolution of disputes (GCC Clause-22)

12.1 In the case of dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication / arbitration in accordance with the laws of Islamic Republic of Pakistan/Government of Sindh.

13. Liquidated Damages (GCC Clause-18)

13.1 Liquidated damages shall be levied at the uniform rate of 2% per month or part thereof, which will be calculated on the basis of calendar month.

13.2 The penalty shall be only for the undelivered stores, except where the undelivered part hold-up the use of the delivered part.

13.3 The maximum penalty would be up to 10% of the Contract (Package) price.

13.4 The Purchaser may waive liquidated damages provide.

- (a) there is no physical or potential loss to the Purchaser.
- (b) Rate of the stores have not gone down, Supplier is not responsible for delay in the supply of the Goods.

14. Spare Parts

14.1 Supplier will submit with contract document list of essential spare parts expected during warranty period.

14.2 Availability of the spare parts shall be ensured during the period of warranty / by the Supplier.

15. License & Permits

15.1 Any License / Permit required shall be arranged by the Contractor / Supplier for Local Purchases.

16. Control of Materials by the Purchaser

16.1 "All materials and Goods used in manufacturing by the Supplier pursuant to this Contract shall be received by the Supplier in the presence of the Purchaser and shall be inspected jointly by the Supplier and the Purchaser. The delivery and acceptance of all such materials and Goods shall be recorded in writing."

17. SPRA

17.1 In addition to all conditions laid down in this document, all Purchase Contracts shall also be governed as per SPRA Rules.

18. Notices

18.1 For the purpose of all notices, the following shall be addresses of the Purchaser and Supplier(s):

(a) PURCHASER: Section Officer (G) Irrigation Department Government of Sindh, 1st Floor Tughlaq House, Sindh Secretariat, Karachi.
Phone No: 021-99213417

(b) SUPPLIER(S) _____
