**Sindh Public Procurement Regulatory**

**Authority**

**Bidding Documents**

**For**

**National Competitive Bidding**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Procurement of Goods**

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**PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

**• Invitation for Bids (IFB)**

**• Bid Data Sheet (BDS)**

**• Special Conditions of Contract (SCC)**

**• Schedule of Requirements**

**• Technical Specifications**

**• Sample Form**

**• Eligibility**

**Preface**

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

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

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

(a) Specific details, such as the “**Deputy Commissioner Tando Mohammad Khan**” and “address **District Complex B&R Colony Tando Mohammad Khan**,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

(b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.

(c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.

(d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

(e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.

(f) The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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**2 Part Two**

**Section I. Invitation for Bids**

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| **Notes on the Invitation for Bids**  The Invitation for Bids (IFB) shall be issued as an advertisement in at least three newspaper of general circulation in the Province of Sindh or Authorities web site as the case may be, allowing at least fifteen days for NCB and forty five days(45) ICB for bid preparation and submission ;  The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) and that the bidders should give their best and final prices as no negotiations are allowed.  The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet. |

**Invitation for Bids**

Date: [date of issuance of IFB]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IFB No : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The **Deputy Commissioner Tando Mohammad Khan,** has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of **Finance Department Government of Sindh Karachi**. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for [title of contract].

2. The **Deputy Commissioner Tando Mohammad Khan,** now invites sealed bids from eligible bidders for the supply of [brief description of the goods and related services].

3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of **Deputy Commissioner Tando Mohammad Khan** at District Complex B&R Colony Tando Mohammad Khan for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers].

4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a nonrefundable fee of Rs. 2000/- Pak. Rupees

5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Sindh Public Procurement Ordinance and its Rules made there under which also conform to the requirements of the World Bank Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan, Part One.

6. Bids must be delivered to the above office on or before [time] on [date] and must be accompanied by a security of [fixed sum or percentage ].

7. Bids will be opened in the presence of bidders’ representatives who choose to attend at [time and date] at the offices of **Deputy Commissioner Tando Mohammad Khan.**

8. The bidders are requested to give their best and final prices as no negotiations are expected.

**Section II. Bid Data Sheet**

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| **Notes on the Bid Data Sheet**  Section II is intended to assist the Procuring agency in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Part one Section I, and has to be prepared for each specific procurement.  The Procuring agency should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Procuring agency, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section II, the following aspects should be checked:   1. Information that specifies and complements provisions of Part One Section I must be incorporated. 2. Amendments and/or supplements, if any, to provisions of Part One Section I as necessitated by the circumstances of the specific procurement, must also be incorporated. |

**Bid Data Sheet**

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

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

**Introduction**

|  |  |
| --- | --- |
| ITB 1.1 | **Deputy Commissioner Tando Mohammad Khan.** |
| ITB 1.1 | Loan or credit or Project allocation number. Loan or credit or Project allocation amount. [when applicable] |
| ITB 1.1 | **Infrastructure for Office of the Deputy Commissioner T.M.Khan** |
| ITB 1.1 | Name of Contract.  [For a Project requiring similar but separate items of equipment specified in the Schedule of Requirements, bids may be invited under alternative contract options, and the Bidder should be allowed, at its option, to bid for individual contracts or for a group of similar contracts (package). The basis for bid evaluation and contract award, by item or package, shall be specified herein.] |
| ITB 4.1 | **Deputy Commissioner Tando Mohammad Khan.** |
| ITB 6.1 | **Deputy Commissioner Tando Mohammad Khan.**, telephone, telex, and facsimile numbers. |
| ITB 8.1 | English.  [Insert appropriate language] |

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| **Bid Price and Currency** | |
| ITB 11.2 | The price quoted shall be .  [Specify whether price of incidental services, must be quoted in addition to delivered duty paid (DDP) price.]  [The related provisions shall be reflected accordingly in SCC and Price Schedules.] |
| ITB 11.5 | The price shall be fixed,  or  the price shall be adjustable.  [Delete the non applicable option.] |

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| **Preparation and Submission of Bids** | |
| ITB 13.3 (d) | Qualification requirements.  [Specify, for example, requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued. The following requirement may also be specified:  “If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as nonresponsive.”] |
| ITB 14.3 (b) | Spare parts required for [number] of years of operation. |
| ITB 15.1 | Amount of bid security.  [For small value purchases, bid security is not essential and may be dispensed with. If so, reference to ITB Clause 15.1 should be retained followed by the words “not required.” In all other cases, the amount may be expressed either as a fixed amount or as an amount not less than a specified percentage of the Bidder’s bid price, preferably the former. Bid security shall normally be around two (2) percent and in no case shall exceed five (5) percent of the bid amount.] |
| ITB 16.1 | Bid validity period.  [The period should be sufficient to permit completion of the evaluation, review of the recommended selection by the Procuring agency (if so required), the obtainment of approvals, and notification of award. Normally, the validity should be ninety (90) days, or shorter for simple goods (e.g., materials). A realistic period should be specified in order to avoid the need for extension.] |
| ITB 17.1 | Two Envelopes. |
| ITB 18.2 (a) | **Deputy Commissioner Tando Mohammad Khan.** |
| ITB 18.2 (b) | IFB title and number. |
| ITB 19.1 | Deadline for bid submission. |
| ITB 22.1 | **Deputy Commissioner Tando Mohammad Khan.**  [The date should be the same as for bid submission specified under ITB 19.1 above, and the time should also be the same as specified under ITB 19.1, or immediately thereafter.] |

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| **Bid Evaluation** | |
| ITB 25.3 | Criteria for bid evaluation.  [Select as appropriate from criteria listed in ITB Clause 25.3 (e.g., 25.3 (b) and (c)), and in the reference under ITB 25.4 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 25.4 (b) (i) and (c) (ii)).] |
| ITB 25.4 (a)  ITB 25.4 (b) | One option only.  Delivery schedule.  Relevant parameters in accordance with option selected: |

|  |  |
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| Option (i)  Option (ii)  Option (iii) | adjustment expressed as a percentage,  or  adjustment expressed in an amount in the currency of bid evaluation,  or  adjustment expressed as a percentage  [A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be higher.] |
| ITB 25.4 (c) (ii) | Deviation in payment schedule.  Annual interest rate. |
| ITB 25.4 (d) | Cost of spare parts.  [Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.] |
| ITB 25.4 (e) | Spare parts and after sales service facilities in the Procuring agency’s country.  [Minimum service facilities and parts inventories or reference to the Technical Specifications.] |
| ITB 25.4 (f) | Operating and maintenance costs.  Factors for calculation of the life cycle cost:   1. number of years for life cycle [it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods]; 2. operating costs [e.g., fuel and/or other input, unit cost, and annual and total operational requirements]; 3. maintenance costs [e.g., spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs]; and 4. rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.   or  Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents.  [The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.] |
| ITB 25.4 (g) | Performance and productivity of equipment.  [Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should Part Two - Section II. Bid Data Sheet 8 apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.] |
| ITB 25.4 (h) | Details on the evaluation method or reference to the Technical Specifications. |
| ITB 25.4 Alternative | Specify the evaluation factors.  [The method shall be used only when a more elaborate quantification is either impractical or unjustified due to the small value of the procurement.] |

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| **Contract Award** | |
| **I**TB 29.1 | Percentage for quantity increase or decrease.  [Optional clause to be used only where appropriate. Normally should not exceed  fifteen (15) percent.] 9 |

**Section III. Special Conditions of Contract**

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| **Notes on the Special Conditions of Contract**  Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.  The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency’s country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:   1. Information that complements provisions of Part one Section II must be incorporated. 2. Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated. |

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**Special Conditions of Contract**

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

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is:

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

GCC 1.1 (i)—The Supplier is:

***Sample Provision***

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

1. **Country of Origin (GCC Clause 3)**

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

1. **Performance Security (GCC Clause 7)**

GCC 7.1—the amount of performance security, as a percentage of the Contract Price, shall be: [Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.]

[The following provision should be used in the case of Goods having warranty obligations.]

GCC 7.4—after delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier’s warranty obligations in accordance with Clause GCC 15.2.

1. **Inspections and Tests (GCC Clause 8)**

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

1. **Packing (GCC Clause 9)**

Sample provision

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

1. **Delivery and Documents (GCC Clause 10)**

Sample provision (DDP terms)

GCC 10.3—upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

1. copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
2. (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
3. copies of the packing list identifying contents of each package;
4. insurance certificate;
5. Manufacturer’s or Supplier’s warranty certificate;
6. inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and
7. Certificate of origin.
8. **Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.

1. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

1. **Spare Parts (GCC Clause 14)**

GCC 14.1—Additional spare parts requirements are:

**Sample provision**

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

1. **Warranty (GCC Clause 15)**

Sample provision

GCC 15.2—in partial modification of the provisions, the warranty period shall be \_\_\_\_\_ hours of operation or \_\_\_\_\_ months from date of acceptance of the Goods or (\_\_\_\_\_) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

1. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

Or

1. Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (\_\_\_\_\_\_).

[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]

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

1. **Payment (GCC Clause 16)**

Sample provision

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

**Payment for Goods supplied:**

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

1. **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring agency.
2. **On Shipment:** Eighty (80) 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 a bank in its country, upon submission of documents specified in GCC Clause 10.
3. **On Acceptance:** Ten (10) 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 Procuring agency.

Payment of local currency portion shall be made in [currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

(iv) 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.

1. Part payment on part supply may be allowed
2. **Prices (GCC Clause 17)**

Sample provision

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC.

[To be inserted only if price is subject to adjustment.]

1. **Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week and the maximum shall not exceed ten (10) percent of the Contract Price.]

1. **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.

1. **Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be:

1. **Applicable Law (GCC Clause 30)**

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

The Employment of Children (ECA) Act 1991

The Bonded Labor System (Abolition) Act of 1992

The Factories Act 1934

1. **Notices (GCC Clause 31)**

GCC 31.1—procuring agency’s address for notice purposes:

—Supplier’s address for notice purposes:

**Section IV. Schedule of Requirements**

**Notes for Preparing the Schedule of Requirements**

The Schedule of Requirements shall be included in the bidding documents by the Procuring agency, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VI. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 29.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Procuring agency’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

**Schedule of Requirements**

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

**Number Description Quantity Delivery schedule (shipment)**

**In weeks/months from \_\_\_\_\_**

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

**Section V. Technical Specifications**

**Notes for Preparing the Technical Specifications**

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

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

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

**Sample Clause: Equivalency of Standards and Codes**

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

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

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

**Technical Specifications**

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

**Section VI. Sample Forms**

**Notes on the Sample Forms**

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

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

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

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

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

**Sample Forms**

1. BID FORM AND PRICE SCHEDULES............................................................................................ 23

2. BID SECURITY FORM .............................................................................................................. 26 3. CONTRACT FORM ................................................................................................................... 27 4. PERFORMANCE SECURITY FORMS............................................................................................ 28 5. BANK GUARANTEE FOR ADVANCE PAYMENT........................................................................ 29 6. MANUFACTURER’S AUTHORIZATION FORM ............................................................................ 30

1. **Bid Form and Price Schedules**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

Gratuity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If none, state “none”)

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

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 19\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Price Schedule in Pak. Rupees**

Name of Bidder. IFB Number. Page of.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Item | Description | Country of origin | Quantity | Unit price DDP named place | Total DDP per item | Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required3 |
|  |  |  |  |  |  |  |

Signature of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3 Must be included if required under ITB 11.2

**2. Bid Security Form**

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of Procuring agency] (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 19\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:

(a) Fails or refuses to execute the Contract Form, if required; or

(b) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of the bank]

**3- Contract Form**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) The Bid Form and the Price Schedule submitted by the Bidder; (b) the Schedule of Requirements;

(c) The Technical Specifications;

(d) The General Conditions of Contract;

(e) The Special Conditions of Contract; and

(f) The Procuring agency’s Notification of Award.

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

4.The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and

services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the \_\_\_\_\_\_\_\_\_\_\_\_\_\_(for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the \_\_\_\_\_\_\_\_\_\_\_\_\_\_(for the Supplier)

**4.Performance Security Form**

To: [name of procuring agency]

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_19\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of bank or financial institution]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Date]

**5.Bank Guarantee for Advance Payment**

To: [name of procuring agency]

[Name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of bank or financial institution]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Date]

**6. Manufacturer’s Authorization Form**

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

To: [name of the Procuring agency]

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature for and on behalf of Manufacturer]

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