**Instructions to Bidders**

**Introduction**

**1.1** The Procuring agency is Intended to hire Purchase of Machinery & Equipments , Hardware & Software , Purchase of Conservation Tools & Supplies, Purchase of Printing & Publication & Documentation , Purchase of Furniture & Fixture , Purchase of Cost of Other Stores and Purchase of Others.

**2**. **Eligible Bidders**

**2.1** This Invitation for Bids is open to all suppliers from eligible source as defined in the SPPRA

Rules 2010 and its Bidding Documents except as provided hereinafter.

**2.2** Bidders should not be associated, or have been associated in the past, directly or indirectly,

with a firm or any of its affiliates which have been engaged by the Procuring agency to

provide consulting services for the preparation of the design, specifications, and other

documents to be used for the procurement of the goods to be purchased under this Invitation

for Bids.

**2.3** Government-owned enterprises in the Province of Sindh may participate only if they are legally

and financially autonomous, if they operate under commercial law, and if they are not a

dependent agency of the Government of Sindh.

**2.4** Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and

fraudulent practices issued by the any government organization in accordance with sub clause

34.1 3.

**3. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid,

and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the

Procuring agency,” will in no case be responsible or liable for those costs, regardless of the

conduct or outcome of the bidding process.

**4. Clarification of Bidding Documents**

A interested Bidder requiring any clarification of the bidding documents may notify the

Procuring agency in writing. The Procuring agency will respond in writing to any request

for clarification of the bidding documents which it receives no later than three working days

prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written

copies of the Procuring agency’s response (including an explanation of the query but

without identifying the source of inquiry) will be sent to all interested bidders that

have received the bidding documents.

**5. Amendment of Bidding Documents**

**5.1** At any time prior to the deadline for submission of bids, the Procuring agency, for any

reason, whether at its own initiative or in response to a clarification requested by a

interested Bidder, may modify the bidding documents by amendment.

**5.2** All interested bidders that have received the bidding documents will be notified of the

amendment in writing, and will be binding on them.

**5.3** In order to allow interested bidders reasonable time in which to take the amendment

Into account in preparing their bids, the Procuring agency, at its discretion, may extend the

deadline for the submission of bids.

**6. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the

bid exchanged by the Bidder and the Procuring agency shall be written in the language

specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the

Bidder may be in another language provided they are accompanied by an accurate translation

of the relevant passages in the language specified in the Bid Data Sheet, in which case, for

purposes of interpretation of the Bid, the translation shall govern.

**7. Documents Comprising the Bid**

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

1. Bid Form and a Price Schedule
2. documentary evidence established in accordance with ITB Clause 13 that the

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

1. documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
2. bid security.

**8.** **Bid Form**

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule

furnished in the bidding documents, indicating the goods to be supplied, a brief

description of the goods, their country of origin, quantity, and prices.

**9. Bid Prices**

9.1 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the

contract and not subject to variation on any account, unless otherwise specified in the

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

**10. Bid Currencies**

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

**11. Documents Establishing Bidder’s**

11.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder’s

eligibility to bid and its qualifications to perform the contract if its bid is accepted.

11.2 The documentary evidence of the Bidder’s eligibility to bid shall establish to the

Procuring agency’s satisfaction that the Bidder, at the time of submission of its bid, is

from an eligible country.

**12. Bid Security**

12.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the

Bid Data Sheet.

12.2 The bid security is required to protect the Procuring agency against the risk of

Bidder’s conduct which would warrant the security’s forfeiture.

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

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

12.4 Any bid not secured will be rejected by the Procuring agency as nonresponsive.

12.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as

possible but not later than thirty (30) days after the expiration of the period of bid

validity prescribed by the Procuring agency.

12.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the

contract and furnishing the performance security.

12.7 The bid security may be forfeited:

1. if a Bidder withdraws its bid during the period of bid validity specified by the

Bidder on the Bid Form; or

1. in the case of a successful Bidder, if the Bidder fails:
2. to sign the contract or
3. to furnish performance security.

**13. Period of Validity Bids**

13.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of

bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall

be rejected by the Procuring agency as nonresponsive.

13.2 In exceptional circumstances, the Procuring agency may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing . The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**14. Format and Signing of Bid**

14.1 The Bidder shall prepare an original and the number of copies of the bid indicated in

the Bid Data Sheet, clearly marking each “**ORIGINAL BID**” and “**COPY OF BID**,” as appropriate. In the event of any discrepancy between them, the original shall govern.

14.2 The original and the copy or copies of the bid shall be typed or written in indelible

ink and shall be signed by the Bidder or a person or persons duly authorized to

bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

14.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by

the person or persons signing the bid.

14.4 The Bidder shall furnish information as described in the Form of Bid on commissions

or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract

execution if the Bidder is awarded the contract.

**15. Sealing and Marking of Bids**

15.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**.” The envelopes shall then be

sealed in an outer envelope.

**16. Deadline for Submission of Bids**

16.1 Bids must be received by the Procuring agency at the address no later than the time in the Bid Data Sheet.

16.2 The Procuring agency may, at its discretion, extend this deadline for the submission of

bids by amending the bidding documents in accordance with case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**17. Late Bids**

17.1 Any bid received by the Procuring agency after the deadline for submission of bids

prescribed by the Procuring agency will be rejected and returned unopened to the Bidder

**18. Modification and Withdrawal of Bids**

18.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided

that written notice of the modification, including substitution or withdrawal of the

bids, is received by the Procuring agency prior to the deadline prescribed for

submission of bids.

18.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed,

marked, and dispatched by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

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

18.4 No bid may be withdrawn in the interval between the deadline for submission of bids

and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

**19. Opening of Bids by the Procuring agency**

19.1 The Procuring agency will open all bids in the presence of bidders’

representatives who choose t o attend, at the time, on the date, and at the place

specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.

19.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and

the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

19.3 Bids (and modifications sent) that are not opened and read out at bid opening

shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

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

**20. Clarification of Bids**

20.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the

Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**21. Evaluation and Comparison of Bids**

21.1 The Procuring agency will evaluate and compare the bids which have been determined

to be substantially responsive.

21.2 The Procuring agency’s evaluation of a bid will take into account, in addition to

the bid price quoted one or more of the following factors as specified in the Bid Data Sheet.

(a) incidental costs

(b) delivery schedule offered in the bid;

(c) deviations in payment schedule

(d) the cost of components and service;

**22. Contacting the Procuring agency**

22.1 No Bidder shall contact the Procuring agency on any matter relating to its bid, from

the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

22.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid

evaluation, bid comparison, or contract award may result in the rejection of the Bidder’s bid.

**23. Award Criteria**

23.1 The Procuring agency will award the contract to the successful Bidder whose bid has

been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**24. Procuring agency’s Right to Vary Quantities at Time of Award**

24.1 The Procuring agency reserves the right at the time of contract award to increase or

decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**25. Procuring agency’s Right to Accept any Bid and to Reject any or All Bids**

25.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the

bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency’s action.

**26. Notification of Award**

26.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the

successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

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

26.3 Upon the successful Bidder’s furnishing of the performance security, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

**27. Signing of Contract**

27.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has

been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties

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

**28. Performance Security**

28.1 Within twenty (20) days of the receipt of notification of award from the Procuring

agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

**29. Corrupt or Fraudulent Practices**

29.1 The Government of Sindh requires that Procuring agency’s (including

beneficiaries of donor agencies’ loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics

during the procurement and execution of such contracts. In pursuance of this

policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

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