



**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
GOVERNMENT OF SINDH**

**NATIONAL COMPETITIVE BIDDING
(Single Stage One Envelope Procedure)**

BIDDING DOCUMENT

FOR

Supply and complete installation/commissioning of Diesel Generator for Prime use with AMF/ATS Panel, sound proof, weather proof and Corrosion resistant Canopy @ SPPRA, Barrack-8 Block 4-A, Court Road, Karachi.

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Part-I
Notice Inviting Tenders

Sindh Public Procurement Regulatory Authority (SPPRA) intends to purchase a heavy duty Diesel Generator for its office therefore; invites sealed bids from firms, manufacturers or authorized agents for **Supply & Installation of one Diesel Generator set of 100 KVA Prime Power.**

ELIGIBILITY CRITERIA FOR BIDDERS:

- a) Relevant experience of at least three years.
- b) Financial Annual Turnover amounting to Rs.5.00 Million of last three years (attach bank statement).
- c) Registration with SRB and FBR. (Attach certificates)

Bidding Document can be collected from Administration Wing of SPPRA, from the date of publication to 27.03.2017 during office hours free of cost or downloaded from the SPPRA website www.pprasindh.gov.pk

The bids shall be submitted with 2% of the bid value as bid security, in shape of a pay order/call on deposit/Bank draft in favor of the Director (A&F), SPPRA, not later than 2.30 p.m. on **28.03.2017**. The bids shall be opened at 3.00 p.m. on the same day in presence of the bidders or their representatives, who choose to attend, at the given below address.

The Procuring Agency may reject all or any bid subject to the relevant provision of SPP Rules, 2010.


Deputy Director (A&F)

Block-08, Sindh Secretariat 4-A, Court Road, Karachi

Ph: 021-99205356, 99203287

Fax: 021-99206291

Part – II

General Conditions of Contract

1. Definitions

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

- (a) **"The Contract"** means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) **"The Goods"** means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) **"GCC"** means the General Conditions of Contract contained in this section.
- (f) **"SCC"** means the Special Conditions of Contract.
- (g) **"The Procuring agency"** means the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- (h) **"The Supplier"** means the individual or firm supplying the Goods and Services under this Contract.
- (i) **"SPP Rules 2010"** means the Sindh Public Procurement Rules 2010.
- (j) **"Day"** means calendar day.

2. Standards

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

- 3. Patent Rights** The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.
- 4. Performance Security**
- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 5 Inspections and Tests**
- 5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.
- 5.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 6. Packing** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. 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.
- 7. Delivery and** Delivery of the Goods shall be made by the Supplier in

Documents	accordance with the terms specified in the Schedule of Requirements. The details of shipping/ transportation and/or other documents to be furnished by the Supplier are specified in SCC.
8. Insurance	The Goods supplied under the Contract shall be delivered consignee's end under which risk is transferred to the Procuring agency after having been delivered; hence insurance coverage is Supplier's responsibility.
9. Transportation	The Supplier is required under the Contract to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
10. Incidental Services	<p>10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
11. Spare Parts	<p>11.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
12. Warranty	12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further

warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

12.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract

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

13. Payment

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

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

13.3 Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

13.4 The currency of payment is Pak. Rupees.

14. Prices

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,

15. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Delays in the Supplier's Performance

16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion

extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

16.2 Except as provided under GCC Clause 17 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

**17. Liquidated
Damages**

Subject to GCC Clause 20, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.

**18. Termination
for Default**

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

19. Force Majeure

19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its

obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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| 20. Resolution of Disputes | Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942. |
| 21. Governing Language | The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. |
| 22. Applicable Law | The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2013). |
| 24. Taxes and Duties | Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency. |
| 25. Overriding effect of Sindh Public Procurement Rules 2010 (Amended 2013) | In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2013) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents |

Part-III

Bid Data Sheet

The following specific data for *Supply and Installation of Machinery Equipment & Hardware* 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.

Introduction	
ITB 1	Name of Procuring Agency: Sindh Public Procurement Regulatory Authority. SPPRA, Block 8, Sindh Secretariat No. 4A, court road Karachi. Tell. 021-99205369, Fax 99206291
ITB 1	Name of Contract. <i>"Supply, Installation and commissioning of diesel Generator of 100 KVA Prime Power"</i>
Bid Price and Currency	
ITB 4	Prices quoted by the Bidder shall be <i>"fixed" and in "Pak Rupees" including all applicable taxes and supply / installation and commissioning charges</i>
Preparation and Submission of Bids	
ITB 7	Qualification requirements: <ol style="list-style-type: none"> 1. Bidders must be an Original Equipment Manufacturer (OEM) or a direct authorized agent of the manufacturer of required items with a minimum of five (05) years of experience in manufacturing or supplies; as applicable. 2. Authorized agent should be in possession of a valid Authorization Certificate. 3. Bidder /Supplier should have a documented track of completing at least 2 similar assignments, during last 3 (three) years, involving the supply, installation, and after sale support. 4. Financial Annual Turnover amounting to Rs.5.00 Million of last three years (attach bank statement). 5. Valid Registration with tax authorities NTN, FBR, SRB etc. is required (attach copies of relevant certificate)
ITB 9	Amount of bid security. 2 % of Bid
ITB 10	Bid validity period. 90 days
ITB 11	Number of copies. One original
ITB 13	Deadline for bid submission. 28.03.2017 at 2:30 PM
ITB 16	Date of opening. 28.03.2017 at 3:00 PM
ITB 19.1	Bid Evaluation: Lowest evaluated bid
Additional requirements	<ol style="list-style-type: none"> 1. Complete set of necessary literature (catalogues/ brochures). 2. Complete specifications: make, model, origin, and full technical information, as per pro-forma given; 3. In case of a machine manufactured in one country and assembled in another country, clear information may be

	<p>provided of the parts which are manufactured in the country of assembly.</p> <ol style="list-style-type: none"> 4. Warranty for a maximum possible period not less than 2 years and free of cost after sale service during the period of Warranty that will include: repair, replacement and maintenance of parts & travel to site. Running hours of warranty period are also required; 5. Recommend running hours of the generator for routine service, top overhauling and major overhauling; 6. Proof of Workshops, availability of spare parts, documentary evidence for back up & after sale service from qualified and experienced technicians in Pakistan including the city of procuring agency; 7. List of customer references (by highlighting the users of same unit along with satisfactory performance certificate from at least three client); 8. Free of cost installation and commissioning of the Generator wet and initial operational training to SPPRA personnel for a suitable period; 9. Affidavit on non-judicial stamp paper that: <ol style="list-style-type: none"> a. The bidder is not blacklisted by any government or semi government organization; and b. The generator quoted is new in all respects and there is no 2nd hand/low quality material or part/accessory in it.
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Part-IV

Instruction to Bidders

Preparation of Bids

- 1. Scope**
 - 1.1 The Sindh Public Procurement Regulatory Authority (SPPRA) intend to Purchase one set of Diesel Generator for prime use with AMF/ATS panel, sound proof, weather proof and corrosion resistant Canopy @ SPPRA Barrack-8, Block4-A, Court Road, Karachi.
- 2. Language of Bid**
 - 2.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency, shall be written in the English language
- 3. Documents Comprising the Bid**
 - 3.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
 - (b) bid security furnished in accordance with ITB Clause 9.
- 4. Bid Prices**
 - 4.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
 - 4.2 the prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.
 - 4.3 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.
 - 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 5. Bid Form**
 - 5.1 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.
- 6. Bid Currencies**
 - 6.1 Prices Shall be quoted in Pak Rupees.

**7. Documents
Establishing
Bidder's
Eligibility and
Qualification**

7.1 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.

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Islamic Republic of Pakistan;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

8.1 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

9. Bid Security

- 9.1 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:
- (a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank;
 - (b) be submitted in its original form; copies will not be accepted;
 - (c) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity.
- 9.2 bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.
- 9.4 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance or
 - (ii) to furnish performance security

10. Period of Validity of Bids

- 10.1 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 non responsive.
- 10.2 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 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.

11. Format and Signing of Bid

- 11.1 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.
- 11.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the

contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

- 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

Submission of Bids

12. Sealing and Marking of Bids
- 12.1 The Bidder shall seal the original Bid. The envelope shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **"BID FOR GENERATOR" "DO NOT OPEN BEFORE 28.03.2016 at 2.30 PM"**
- 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.
13. Deadline for Submission of Bids
- 13.1 Bids must be received by the Procuring agency at the address specified in BDS, not later than the time and date specified in the Bid Data Sheet.
- 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents. In such 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.
14. Late Bids
- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency shall be rejected and returned unopened to the Bidder.
15. Modification and Withdrawal of Bids
- 15.1 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.
- 15.2 No bid may be modified after the deadline for submission of bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval may result in forfeiture of bid security.

Opening and Evaluation of Bids

16. Opening of Bids by the Procuring agency
- 16.1 The Procuring agency shall open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 16.3 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.

- 17. Clarification of Bids** 17.1 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.
- 18. Preliminary Examination** 18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 19. Evaluation and Comparison of Bids** 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 20. Contacting the Procuring agency** 20.1 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 announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 20.2 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.

Award of Contract

21. Post-qualification

- 21.1 In the absence of prequalification, the Procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 7 as well as such other information as the Procuring agency deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

22. Award Criteria

- 22.1 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.

23. Procuring agency's Right to Accept any Bid and to Reject any or All Bids

- 23.1 Subject to relevant provisions of SPP Rules 2010, 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.
- 23.2. Pursuant to Rule 45 of SPP Rules 2010, Procuring agency shall host the evaluation report on Authority's website, and intimate to all the bidders three days prior to notify the award of contract.

24. Notification of Award

- 24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- 24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

25. Signing of Contract

- 25.1 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.
- 25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign

and date the contract and return it to the Procuring agency.

26. Performance Security

26.1 Within seven (07) days, or any other period specified in BDS, 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.

26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

27. Corrupt or Fraudulent Practices

27.1 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:

(a) **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below;

(i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(b) **"Obstructive Practice"** means harming or

threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

Part-V

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1 (g)—The Procuring Agency is: Sindh Public Procurement regulatory Authority (SPPRA).

2. Performance Security (GCC Clause 4)

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 10%.

3. Inspections and Tests (GCC Clause 5)

Representative of Procuring Agency or his nominee shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

4. Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within 45 days after signing the contract and shall submit the following.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty and guarantee certificate;

7. Warranty (GCC Clause 12)

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

8. Payment (GCC Clause 13)

Hundred percent (100%) of the Contract Price shall be paid upon delivery, and satisfactory Installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance certificates duly signed by authorized Representative/nominee of the SPPRA.

9. Liquidated Damages (GCC Clause 18)

If the Supplier fails to deliver the goods or perform the services within the time 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 0.05 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

10. Resolution of Disputes (GCC Clause 21)

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPPR 2010.

11. Applicable Law (GCC Clause 23)

GCC 29.1 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

Part-VI

SCHEDULE OF REQUIREMENTS

The delivery schedule hereafter expressed the date of delivery required.

S.No	Item	Qty.	Measure- ment	Unit Rate	Total Amou nt
1	Supply, Installation, Testing & Commissioning of Brand New 100kVA Prime Power / 100 kVA Stand By Power, 400V, 3 Phase, 1500RPM, 50Hz Diesel Generator Set Coupled with Engine Brand Caterpillar / Cummins / Perkins or Equivalent and Alternator Brand Stamford / Leroy Somer / Mecc alte or Equivalent. The Engine and Alternator must be of Origin USA / UK / Europe / Japan or Equivalent. The Generator Set must be manufactured by OEM assigned by both Engine and Alternator Manufacturers with 2 years comprehensive warranty.	01	Unit		
2	Supply and Fixing of Sound and Weather Proof Canopy for 100kVA Diesel Generator Set designed for Sound Attenuation level upto 85dB at 1 meter.	01	Unit		
3	Monthly Inspection Visits and Emergency on Call Visits for 2 Years from the date of Commissioning of Generator Set	01	Job		
4	Supply of Spares for First 4 Services complete as per manufacturer's recommendation (List of Spares must be provided at the time of quotation submission)	01	Unit		
5	Supply, Fixing and Installation of 200A ATS / AMF Panel equipped with Manual Over Ride System. (Circuit Breakers / Magnetic Contactors of make Schneider / ABB)	01	Unit		
6	Testing of Genset including Pre Delivery Testing at Supplier facility and after Delivery and Installation of Gen Set at Customer Premises with all necessary arrangements including Load Bank (For Supplier's Facility Testing), POL, Fuel, Spares etc.	01	Unit		
7	Construction of RCC Foundation Pad suitable for the size of 100kVA DG Set.	01	Job		
8	Supply, Laying and Termination of Power Cable 95 sq. mm. 4 Core PVC / PVC	20	Meter		
9	Supply, Laying and Termination of Control Cable 2.5 sq. mm. 4 Core PVC / PVC	20	Meter		
10	Earthing Rod Type by use of Copper rods 20mm dia, 3meter long. Excavation should be done upto water table including connection of Earthing to Generator Set by use of Copper Conductor of minimum 70sq.mm.	02	Job		
11	Transportation, Unloading and Placement of DG Set at Site	01	Job		
	Total Amount for Whole Scope of Work (In words and figures)				

Part-VII

SAMPLE FORMS

Form-I

Letter of Acceptance

Date: _____

To:

Managing Director,
Sindh Public Procurement Regulatory Authority,
Block 8, Sindh Secretariat 4A,
Court Road-Karachi.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item 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 ten (10) percent of the Contract Price/ Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 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.

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

Dated this _____ day of _____ 2016_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form-II

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	Total	Remarks (if any)

Signature of Bidder _____

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices Delivered at SPPRA office should include the price of incidental services. No separate payment shall be made for the incidental services.

Experience of Similar* Supply and Installation

S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date	Remarks

Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between *Sindh Public Procurement Regulatory Authority* (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., supply and installation of One set of Diesel Generator 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)

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 _____ 2016_____ 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 _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Manufacturer's Authorization Form

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 sign the Contract with you against NIT 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 12 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.

PART-VIII

TECHNICAL DATA SHEET (GENERATOR)

1. Generator set Prime Power

2. Generator set Standby Power

3. Make & Origin of Engine

4. Make & Size of ATS component

5. Make & Size (core & gauge) of Power Cable

6. Warranty R/hrs

7. R/hrs of spare parts

8. R/hrs of Top Overhauling

9. R/hrs of Major Overhauling

10. Recommended maximum/allowed continuous running hours

11. Fuel Consumption per hour

12. Size of earthing pit, copper plate and swg of earthing wire

NAME, SIGNATURE AND STAMP OF THE BIDDER: