**A. Instructions to Bidders (ITB)**

**General Instructions**:

1. Content of Bidding Document

1.1 The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Bidders (ITB);

(b) General Conditions of Contract (GCC);

(c) Special Conditions of Contract (SCC);

(d) Schedule of Requirements;

(e) Technical Specifications;

(f) Contract Form;

(g) Manufacturer’s Authorization Form;

(h) Performance Guarantee Form;

(i) Bid Form; and

(j) Price Schedule

**1A Scope of Bid**

1.1 The Procuring agency as defined in Bidding Data Sheet wishes to receive bids for supply of goods as described in these bidding documents and summarized in the Bidding Data Sheet.

1.2 The “Invitation for Bids” may be part of Bidding Documents, as used by IBRD, ADB etc. and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

1.4 The successful bidder will be expected to supply goods within the time specified in Appendix-A t Bid.

**2. Source of Funds**

2.1 Funds are available with Government Of Sindh

**3. Eligible Bidders**

3.1 This Invitation for Bids is open to all National/International/Original Mnufacturers/authorized Sole Agents of Foreign Principals in Pakistan for supply of goods.

3.2 The bidder must possess valid authorization from the Foreign Principal / Manufacturer and in case of Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.

3.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization or have been or being disqualified or blacklisted or is involved in litigation on this account. The bidder shall have to be clear of all ineligibilities, disqualifications and blacklist by the completion of bidding process.

**4. Eligible Goods and Services**

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source Countries and all expenditures made under the contract shall be limited to such goods and related services.

4.2 For the purpose of this clause, (a) the term “Goods” includes any Goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related services such as transportation, insurance, after sale service, spare parts availability, etc. For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing, or substantial and major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

**5. Cost of Bidding**

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**6. Clarification of Bidding Documents**

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

**7. Amendment of Bidding Documents**

7.1 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 prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing through post, courier, email or any other authentic source of communication, and shall be binding on them. All prospective bidders must provide acknowledgement of amendment of bidding document.

7.3 In order to allow prospective 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. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

**8. Qualification and Disqualification of Bidders**

8.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 29.2.

8.2 The determination shall take into account the Bidder’s financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, (ITB Clause 29.2), as well as such other information as the Procuring Agency deems necessary and appropriate.

8.3 An affirmative determination shall be a pre -requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder’s bid.

8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier’s capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

8.5 The Procuring Agency shall disqualify or blacklist a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false inaccurate or incomplete, or otherwise to be indulging in corrupt and Fraudulent practices.

**9. Corrupt or Fraudulent Practices**

9.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency:

a. defines, for the purposes of this provision, the terms set forth below as follows:

I. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

II. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non -competitive levels and to deprive the Procuring Agency of the benefits of free and open competition; b. shall 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 and may disqualify or blacklist the firm/bidder either indefinitely or for a stated period of time; c. shall reject the bid which is to be awarded a Contract or contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in acquiring or executing, a Contract.

**10. Mechanism for Blacklistment of Defaulted Bidder/Contractor**

The following are the events which would lead to initiate (Rule 21 of SPPRA Rules 2014) blacklisting/debarment process;

i) Submission of false fabricated / forged documents for procurement in tender.

ii) Not attaining required quality of work.

iii) Inordinate tardiness in accomplishment of assigned/agreed responsibilities /contractual obligations resulting loss to procuring agency/Government

iv) Non execution of work as per terms & condition of contract.

v) Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.

vi) Involvement in any sort of tender fixing.

vii) Persistent and intentional violation of important conditions of contract.

viii) Non-adherence to quality specifications despite being

importunately pointed out.

ix) Security consideration of the State i.e., any action that jeopardizes the

security of the State or good repute of the procuring agency.

PRCEDURE

1. Competent authority of procuring agency may on information received from any resource direct issuance of show cause notice to a bidder or contractor of the Procuring Agency.

2. The show cause notice shall contain precise allegation against the contractor and maximum period of debarring the contractor form participating in any public procurement of the Procuring Agency.

3. The contractor will be given minimum of seven days to submit the written reply of the show cause notice.

4. In case the contractor fails to submit written reply within the requisite time, the competent authority may direct to issue notice of personal hearing to the contractor/ authorized representative of the contractor and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.

5. In case the contractor submits written reply, competent authority may decide to file the matter or direct issuance of a notice to the contractor for personal hearing.

6. The contractor shall be given minimum of seven days for appearance before the competent authority of hearing in person.

7. The competent authority shall decide the matter on the basis of available record and personal hearing of the contractor, if availed.

8. The competent authority shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such and eventuality, period of personal hearing shall be reckoned from the last date of personal hearing.

9. The order of competent authority shall be communicated to the contractor with a statement that the contractor may, with thirty days, file a representation against the order before the Managing Director Sindh Procurement Regulatory Authority.

10. An effort shall be made for electronic communication of the notices and other documents pursuant to this mechanism and manner of the blacklisting of the contractor.

NOTE: The decision for blacklistment shall be for period as the competent authority deems fit according to circumstances of the each case. The letter for debarring the agency/individual will be published on SPPRA website.

**Preparation of Bids**

**11. Language of Bid**

11.1 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 English or Urdu (with the mutual consent of parties) . 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 English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**12. Documents Comprising the Bid**

12.The Bid should comprise two envelopes submitted simultaneously, one called The Technical Bid and second The Price Bid

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

(a) A Bid Form and Price Schedule completed in accordance with (ITB Clauses 13 and 14) (to be submitted along with financial proposal);

(b) Documentary evidence established in accordance with (ITB Clause 16) that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;

(c) Documentary evidence established in accordance with (ITB Clause 16) that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

**13. Bid Form and Price Schedule**

13.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents (Annexure A Form), indicating the goods to be supplied, a brief description of the goods, specifications, taxes, quantity, and prices.

**14. Bid Prices**

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.

14.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom.

14.3 The Bidder should quote the prices of goods according to the technical specifications. The specifications of goods, different from the demand of enquiry, shall straightway be rejected.

14.4 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties.

14.5 Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bidder. Where prices are to be quoted in package, all items mentioned in the package shall be quoted in the offered prices. Non-mentioning of price of each item of the package being nonresponsive shall be rejected straightaway.

14.6 While tendering (your) quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to imposition of taxes or market fluctuation in the cost of goods and services etc. shall be entertained after the bid has been submitted.

**15. Bid Currencies**

15.1 Prices shall be quoted in Pak Rupees.

15.2 for the purposes of comparison of the bids quoted in different currencies, the price shall be converted into Pak Rupees and the rate of exchange shall be the selling rate, prevailing on the date of opening of bids, as notified by the state bank of Pakistan for that day. The price counted in currency different than in Pak rupees shall be treated as bid in Pak rupees in this manner.

**16. Documents Establishing Bidder’s Eligibility and Qualification**

16.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

16.2 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 eligible as defined under ITB Clause 3.

16.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation:

(a) The Supplier/ agent shall have to produce letter of authorization from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided. (b) National Tax Number (NTN), General Sales Tax Number and Professional Tax (if applicable) with documentary proof shall have to be provided by each Bidder in the tender. (c) The Bidder/ Manufacturer shall submit an affidavit on legal stamp paper of Rs.20/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body or a public sector organization and no litigation is underway on account of blacklistment process. In case the bidder has been disqualified or blacklisted earlier in the past by any public sector organization, detail concerning the period of such disqualification/blacklistment, cause of such embargo and eventual result/latest status shall be mentioned by the bidder. On account of submission of false statement or concealment of the fact, the Bidder shall be disqualified forthwith, if contract has not been executed and blacklisted, if the contract has been executed.

(d) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals. (f) The Bidder must indicate the country of origin of the goods, capacity of production of the firm (in case of manufacturer), its financial status, necessary assurance of quality production, Certificate(s) for conformity with International standards of Quality (original or attested certification) and list of qualified (attested degrees or certification) technical persons along with qualification and trainings (including details of CNIC), payroll details of staff, list of main service, testing and calibration tools and supervisory staff working in the production and quality control departments in the manufacturing plants.

**17. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents**

17.1 ITB Clause 12, the Bidder shall furnish along with (technical proposal) (if applicable), as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

17.2 Submission of sample (where demanded): If so required by the technical committee, to be recorded in writing, the bidder shall provide a sample or demonstration as the case may be.

**18. Bid Security**

18.1 Each bidder shall furnish as part of this bid, a Bid Security in the amount stipulated under Annexure ‘’A’’ clause 2.

18.2 Bid Security (2% of the ) value of quoted items should be attached in the form of CDR, banker’s cheque etc., attached with Financial Proposal in the name of “(Name & Designation of the person concerned) ” valid for period 28days beyond the Bid Validity date.

18.3Any bid not accompanied by an acceptable Bid Security shall be rejected by the procuring agency as non-responsive.

18.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28days after the expiration of the period of Bid Validity.

18.5 The Bid Security of successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

18.6 The Bid security may be forfeited:

a. If the bidder withdraws his bid as specified under clause 24.2

b.If the bidder does not accept the correction of his Bid price pursuant to clause 28.2

c.In case of successful bidder, if he fails within the specified time limit to:

1-Furnish required Performance security

2-Sign the Contract Agreement

**19. Bid Validity**

19.1 Bids shall remain valid for a period of Ninety days from the date of submission of the Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

19.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period by communicating reasons for such extension. Such extension shall be for not more than the period equal to the period of the original bid validity.

19.3 Bidders who, (a) agree to the Procuring Agency’s request for extension of bid validity period shall not be permitted to change the substance of their bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids. In case the bids have been opened and evaluated even in that case the non-willing bidder shall not be penalized and his bid shall be refused without forfeiting of bid security/any penalty.

**Submission of Bids**

20. Format and Signing of Bid

20.1 The bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

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

20.3 All biding documents to be duly attested (signed and stamped) by the authorized person of company.

21. Sealing and Marking of Bids

21.1 The envelope(s) shall: a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and b) Bear the name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: “DO NOT OPENBEFORE,” to be completed with the time and the date specified in the invitation for Bid.

21.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared non-responsive or late.

21.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

**22. Deadline for Submission of Bids**

22.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified under the Tender Notice not later than the time and date specified in the Tender Notice.

22.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with (ITB Clause 7), in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bid**

23.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency (ITB Clause 22) shall be rejected and returned unopened to the Bidder.

**24. Withdrawal of Bids**

24.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

24.2 No bid can be withdrawn after the deadline for submission of bids and before the expiration of the bid validity period specified in (ITB Clause 19) Withdrawal of a bid during this period shall lead to bidder disqualification for participation in future procurements of the procuring agency for a period as deem necessary by the Procuring Agency and forfeiture of bid security.

**25. The Bidding Procedure**

25.1 Bidding procedure will be governed by rules mentioned under SPPRA regulations.

25.2 The bid found to be Technically complied and responsive and financially lowest evaluated shall be accepted.

**26. Opening and Evaluation of Bids**

Opening of Bids by the Procuring Agency (in single stage two envelops procedure)

26.1 The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of Bidders’ representatives who choose to be present, at the time, date and venue already specified in the Invitation for Bids or Tender Notice. The Bidders’ representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the technical evaluation process.

26.2 The Bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. Bids found non- responsive and non-complied shall be rejected. The financial bid however shall be opened only of those who are technically found complied and responsive. Non-complied/nonresponsive bidder’s financial proposal shall be returned unopened. However, at the opening of financial proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

26.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

**27. Clarification of Bids**

27.1 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.

**28. Preliminary Examination**

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

28.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall 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 Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected and bid security will be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

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

28.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

28.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and will not be accepted /entertained for detail evaluation.

**29. Evaluation and Comparison of Bids**

29.1 The Procuring Agency shall evaluate and compare the bids, on knockout clauses basis and shall select only those which have been determined to be substantially responsive during preliminary evaluation of bids (ITB Clause 28).

29.2 The Procuring Agency’s evaluation of technical proposal/ bid (if applicable in any case) shall be on the basis of eligibility of documents provided with technical proposal. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in (ITB Clause 14, 15).

29.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 30) and other terms and conditions set forth in these bidding documents.

29.4 In case of procurement on C&F/ CIP/ CIF basis; for the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees (ITB Clause 14). The rate of exchange shall be the selling rate, prevailing on the date of opening of bids as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

29.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for Tender.

**30. Evaluation Criteria**

30.1 Prior to the detailed evaluation of bids the procuring agency will determine whether each bid is substantially responsive to the requirement of bidding documents.

30.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (vi) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Bid; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the bidder’s obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

30.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing

Note: (Evaluation criteria will be marked/changed as per requirements of the procuring agency)

Such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration. The evaluation factors/ criteria will be employed on technical proposals. The number of points allocated to each factor (in case quantification method is adopted) shall be specified in the Evaluation Report.

i). After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders’ attendance at the opening of financial proposals is optional.

ii). Financial proposals shall be opened publicly in the presence of the bidders’ representatives who choose to be present. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying mark shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of Bidders failed to secure minimum score thresh-hold in the technical evaluation shall be returned unopened). The financial proposals of technically qualified bidder shall then be opened, and the total prices read aloud and recorded.

**A) List of Essential Document Required**

1. Bid Security (2% of the Bid price).

2. Mandatory warranty of product as per terms and conditions of the contract. Proof that the company is authorized to give warranty on behalf of the Principal to be provided

3. An affidavit on stamp paper of Rs. 20/- submitting following clauses: i) that maintenance of goods and replacement of defective parts under warranty shall be done, ii) that the firm is never blacklisted on any grounds whatsoever.

4. National tax number and General Sale Tax number certificate (mention the time / year).

5. Literature/ brochure of product.

6. Bidder must indicate the country of origin (wherein the country of origin is the country where more that 50% of parts of the goods are manufactured).

**B). Technical Specification**

ITEM Specification 1. 1. \_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_ 3. \_\_\_\_\_\_\_\_\_\_\_\_\_

2. 1. \_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_ 3. \_\_\_\_\_\_\_\_\_\_\_\_\_

3. 1. \_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_ 3. \_\_\_\_\_\_\_\_\_\_\_\_\_

**30.3 Financial proposals would be evaluated as follows:**

i). Incomplete bid shall stand rejected.

ii). Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency.

**31. Contacting the Procuring Agency**

31.1 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.

31.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

**32. Rejection of Bids**

32.1 The Procuring Agency may reject all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to the Bidder who participated in the process seeking the reasons for its bid’s rejection, but is not required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

**33. Re-Bidding**

33.1 If the Procuring Agency rejects all bids (ITB Clause 32), it may call for a rebidding.

34.1 The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract. The report shall be made available on SPRA website and all the bidders shall be informed of this.

**Award of Contract**

35. Acceptance of Bid and Award criteria

35.1 the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price The Bidder with lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government, shall be awarded the Contract, within the original or extended period of bid validity.

**36. Procuring Agency’s right to vary quantities at time of Award**

36.1 The Procuring Agency reserves the right to increase or decrease, the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions prior to award of contract or after the award of contracts but such increase or decrease shall not be more than 15% of the contract cost.

**37. Limitations on Negotiations**

37.1 Save as otherwise provided there shall be no negotiations with the bidder having emerged as lowest bidder or with any other bidder.

**38. Notification of Award**

38.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered post, courier, email or any other authentic means of communication that its bid has been accepted.

38.2 The notification of Award shall constitute the formation of the Contract.

39. Signing of Contract

39.1 At the same time as , the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form (which include general conditions of the contract (GCC)& special conditions of the contract (SCC) provided in the bidding documents, incorporating all agreements between the Parties.

39.2 Within ONE week of receipt of the Contract Form along with submission of performance security, both the successful Bidder and the Procuring Agency shall sign and date the Contract on the legal stamp paper. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then its bid Security/ earnest money shall be forfeited and the firm shall be blacklisted minimum for two years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding. But for award to next lowest Bidder, the procuring agency shall see the possibility of cartelization basing upon the bid price difference between the first and second lowest bids. In case the difference is irrational, the procuring agency shall move for the rebidding process.

Note: The special conditions of contract, if required (Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the cont ract and the special conditions of contract, the special condition of contract shall prevail).

**40. Performance Guarantee**

40.1 Within 7 days of the receipt of LOA/PO, the successful Bidder shall furnish the Performance Guarantee/Security in the form of Bank Guarantee, issued by schedule bank operating in Pakistan, in accordance with Special Condition of Contract in the format prescribed in the bidding document before signing of formal contract. The Performance Guarantee will be (10%) of contract amount, as specified in Special Condition of Contract.

40.2 Failure of the successful Bidder to comply with the requirement of (ITB Clause 39.1) shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for rebidding.

**41. Schedule of Requirement**

41.1 The supplies shall be delivered within 90-120 days w.e.f. the next date after from the date of issue of Purchase Order (without penalty), and with prescribed liquidated damage under clause 41.2, after the grace period of 30 days (as per following schedule of requirement):

|  |  |  |  |
| --- | --- | --- | --- |
| Mode Of Penalty | Delivery Period | Grace Period | Total Delivery Period |
| Without Penalty | 90 days | 30days | 120days |

41.2 Liquidated Damage In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, liquidated damages (as may be fixed by the Procuring Agency) per day of the cost not exceeding 10% of the contract amount value for late delivered supply shall be imposed upon the Supplier.

**42. Redressal of grievances by the Procuring Agency**

42.1 The Procuring Agency shall constitute a committee, under SPRA rules comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur during the procurement process.

42.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances till the award / signing of procurement contract by the Procuring Agency.

42.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint but prior to the entry into force of the procurement contract.

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

**B. General Conditions of Contract (GCC)**

**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 Goods 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 above goods, such as printing of special instructions on the label and packing, design and logo of the Institute/ Hospital, transportation of goods up to the desired destinations and other such obligations of the supplier covered under the Contract.

e. “GCC” mean the General Conditions of Contract contained in this section

f. “SCC” means the Special Conditions of Contract. “The Procuring Agency” means the SHAHEED MOHTARMA BENAZIR BHUTTO MEDICAL COLLAGE,LYARI, ,GOVERNMENT OF SINDH KARACHI.

g. “The Procuring Agency’s Country” is the country of purchaser as named in SCC

h. “The Supplier” means the individual or firm supplying the goods under this Contract

i. “Day” means calendar day.

**2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

**3. Country of Origin**

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services.

3.2. For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced either, through manufacturing or processing.

**4. Standards**

4.1 The goods supplied under this Contract shall conform to the standards mentioned in the bidding documents/ Technical Specifications.

**5. Use of Contract Documents and Information**

5.1 The Supplier shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by th e Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier’s performance under the Contract if so required by the Procuring Agency.

5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier.

**6. Patent Rights**

6.1 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 country.

**7. Submission of Samples**

7.1 The samples shall be submitted as per detail in ITB 17.2.

**8. Ensuring Storage/ Installation Arrangements**

8.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty/liquidated damage of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the Supplier.

**9. Inspections and Tests**

9.1 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.

9.2 For the purpose of inspections and tests of goods, The Supplier, shall provide all reasonable facilities and assistance, to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay.

The Cost of such lab tests shall be borne by the Manufacturer/ Supplier (The Procuring Agency will notify to the bidder regarding his inspection team members).

9.3 The Procuring Agency reserves the right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency’s destinations.

9.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**10. Physical Examination/ Inspection of Goods**

10.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency

**11. Delivery and Documents**

11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in SCC.

**12. Insurance**

12.1 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 Suppliers responsibility.

**13. Transportation**

13.1 The Supplier shall arrange such transportation of the goods as is required to prevent damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

13.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time of signing of the Contract.

**14. Incidental Services**

14.1 The Supplier shall be required to provide the incidental services as specified in SCC and the cost of which shall be included in the total bid price.

**15. Warranty**

15.1 A warranty of 2Years will be provided free of cost which will also cover replacement of parts.

**16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. The currency of payment is Pak. Rupees which will be paid after installation and satisfactory report by the Inspection Committee for Duty Delivered Pay (DDP)/free delivery at the consignee end.

16.2 In case of Import cases the payment will be made 100% via establishing the LC at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per bid as per INCOTERMS.

**17. Prices**

17.1 Price charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency’s request for bid validity extension. (No price variation shall be admissible under the Contract.)

**18. Contract Amendments**

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

**19. Assignment**

19.1 The Supplier shall not assign, in whole or in part, its obligations to be performed under this Contract to anybody else, except with the Procuring Agency’s prior written consent.

**20. Subcontracts**

20.1 The Supplier shall not be allowed to sublet the job and a ward subcontracts under this Contract, except with Procuring Agency’s prior written consent.

**21. Delays in the Supplier’s Performance**

21.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, 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.

21.3 Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

**22. Penalties/Liquidated Damages**

22.1 In case of late delivery beyond the presented period, penalty / liquidated damages as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control.

Once the maximum is reached , the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.

22.2 If the firm/supplier provides substandard item and fail to provide the prescribed item, the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

**23. Termination for Default**

23.1 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 if:-

a. The Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC; or b. The Supplier fails to perform any other obligation(s) under the Contract. c. The Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order toinfluence 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.

**24. Mechanism for Blacklistment of Defaulted Bidder**

The following are the events which would lead to initiate blacklisting/debarment process;

x) Submission of false fabricated / forged documents for procurement in tender.

xi) Not attaining required quality of work.

xii) Inordinate tardiness in accomplishment of assigned/agreed responsibilities /contractual obligations resulting loss to procuring agency/Government

xiii) Non execution of work as per terms & condition of contract.

xiv) Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.

xv) Involvement in any sort of tender fixing.

xvi) Persistent and intentional violation of important conditions of contract.

xvii) Non-adherence to quality specifications despite being

importunately pointed out.

xviii) Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE

1. Competent authority of procuring agency may on information received from any resource direct issuance of show cause notice to a bidder or contractor of the Procuring Agency.

2. The show cause notice shall contain precise allegation against the contractor and maximum period of debarring the contractor form participating in any public procurement of the Procuring Agency.

3. The contractor will be given minimum of seven days to submit the written reply of the show cause notice.

4. In case the contractor fails to submit written reply within the requisite time, the competent authority may direct to issue notice of personal hearing to the contractor/ authorize representative of the contractor and the

competent authority shall decide the matter on the basis of available record and personal hearing, if availed.

5. In case the contractor submits written reply, competent authority may decide to file the matter or direct issuance of a notice to the contractor for personal hearing.

6. The contractor shall be given minimum of seven days for appearance before the competent authority of hearing in person.

7. The competent authority shall decide the matter on the basis of available record and personal hearing of the contractor, if availed.

8. The competent authority shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such and eventuality, period of personal hearing shall be reckoned from the last date of personal hearin

9. An effort shall be made for electronic communication of the notices and other documents pursuant to this mechanism and manner of the blacklisting of the contractor.

NOTE: The decision for blacklistment shall be for period as the competent authority deems fit according to circumstances of the each case. The letter for debarring the agency/individual will be published on SPPRA website.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its Performance Guaranty or termination/ blacklisting 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. For the purposes of this clause Force Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, 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 reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination for Insolvency**

26.1 The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

**27. Arbitration and Resolution of Disputes**

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

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

27.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. [Full name & address of the arbitrator] or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties

**28. Governing Language**

28.1 The Contract shall be written in English language or Urdu (as decided by the parties). Subject to GCC Clause 29, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English or Urdu (as decided by the parties).

**29. Applicable Law**

29.1 This Contract shall be governed by the laws of Sindh (Pakistan) and the courts of Sindh (Pakistan) shall have exclusive jurisdiction.

**30. Notices**

30.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party’s address specified in SCC.

30.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later

Special Conditions of Contract (SCC) (If required)

a. Purchaser’s country

b. Purchaser address

c. Schedule of requirements &……

d. Delivery address

e. Rules/procedure of arbitration or appointment of Arbitrator

f. Detail of shipping and other document furnished by supplier

g. Payment schedule h. Advance payment (if any)

i. Performance security

j. Insurance coverage if any

k. Liquidated damages detail

l. Warranty period etc.