



NO.SO(CTC)/(SGA&CD)/(59)/2017

**GOVERNMENT OF SINDH  
SERVICES, GENERAL ADMINISTRATION &  
COORDINATION DEPARTMENT**

Karachi dated the 08<sup>th</sup> June 2017.

To,

- i) The Secretary to Government of Sindh,  
Information & Archives Department,  
**Karachi.**
- ii) The Secretary to Government of Sindh,  
Information, Science & Technology Department  
**Karachi.**
- iii) The Managing Director,  
Sindh Public Procurement Regulatory Authority,  
Government of Sindh,  
**Karachi.**

**SUBJECT: PUBLICATION OF TENDER NOTICE / INVITATION OF BIDS REGARDING  
ARMOURING / BULLET-PROOFING OF TWO (04) TOYOTA LAND  
CRUISERS AND FOUR (04) TOYOTA FORTUNERS FOR THE CHIEF  
MINISTER'S SECRETARIAT**

I am directed to refer to the subject noted above and to enclose herewith a copy of Invitation for bid and bidding documents regarding armouring /bullet-proofing of Two (02) Toyota Land Cruisers and Four (04) Toyota Fortuners for the Chief Minister's Secretariat, to be procured by Services, General Administration & Coordination Department for publication in three leading newspapers (**Daily Dawn, Daily Jung and Daily Kawish**) as well as for hoisting on the websites of Sindh Government and SPPRA for information of General Public.

  
**(MUHAMMAD ALEEM)  
SECTION OFFICER (CTC)**

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

1. The Special Secretary Home / Chairman of the Committee.
2. The Deputy Secretary (Staff) to Chief Minister, Sindh, Karachi.
3. P.S.O to Chief Secretary Sindh, Karachi.
4. P.S. to Secretary (G.A), SGA&CD, Government of Sindh.
5. P.S. to Additional Secretary (G.A), SGA&CD, Government of Sindh.
6. P.A to Deputy Secretary (B&A), SGA&CD, Government of Sindh.
7. The Order file.

SPPRA INVITATION DIARY

NO:

1636

DATED:

08-06-17



275

**GOVERNMENT OF SINDH  
SERVICES, GENERAL ADMINISTRATION &  
COORDINATION DEPARTMENT**

Karachi, dated the 25<sup>th</sup> May, 2017

**NOTIFICATION**

**NO. SO (CTC)/59/2017:** In supersession of this Department's Notification of even number dated: 04.05.2017 and with the approval of Competent Authority, the Government of Sindh has been pleased to re-constitute the Technical-cum-Procurement Committee regarding armoring / bullet-proofing of Two (2) Toyota Land Cruisers and Four (4) Toyota Fortuners for the Chief Minister's Secretariat, with the following composition in order to supervise/monitor the process, so that fairness and transparency could be ensured in accordance with rules /policy :

1.	Special Secretary (Home), Home Department, Government of Sindh	Chairman
2.	Deputy Inspector General of Police (T&T), Sindh Police	Technical Member
3.	Additional Secretary (Transport), Transport Department, Government of Sindh.	Member
4.	Director (Industries), Industries Department, Government of Sindh	Member
5.	Additional Secretary (GA), SGA&CD.	Member/Secretary
6.	Mr. Ali Dad Chandio, Head of Department of Materials & Metallurgical Engineering, NED University, Karachi.  <b>The Committee is authorized to co-opt any technical member for their assistance.</b>	Co-opted Technical Member

**TERMS OF REFERENCE:**

- To prepare specifications and terms & conditions of tender and publication of tender in the leading newspapers in accordance with Sindh Public Procurement Rules, 2010 (Amended 2013).
- To prepare tender/bidding documents in accordance with S.P.P Rules, 2010 /2013.
- To open tenders as envisaged in SPP Rules, 2010 / 2013.
- To finalize the vendor/procurement and submit proposal for approval of competent authority.
- To ensure proper completion of work in accordance with S.P.P Rules, 2010 / 2013.

**SHAZIA RIZVI  
SECRETARY (G.A)**

NO. SO (CTC)/59/2017

Karachi, dated the 25<sup>th</sup> May, 2017

A copy is forwarded for information & necessary action to:

1. The Secretary to Government of Sindh, Home Department, Karachi.
2. The Vice Chancellor, NED University, Karachi.
3. The Chairman/ members of the Committee.
4. The Deputy Secretary (Staff) to Chief Minister, Sindh, Karachi.
5. P.S.O to Chief Secretary Sindh, Karachi.
6. P.S. to Secretary (G.A), SGA&CD, Government of Sindh.
7. P.A to Deputy Secretary (B&A), SGA&CD, Government of Sindh.
8. The Order file.

  
**(MUHAMMAD ALEEM)  
SECTION OFFICER (CTC)**



Karachi, dated the 4<sup>th</sup> May, 2017

## NOTIFICATION

NO. SO (CTC)/59/2017: With the approval of the Competent Authority, the Government of Sindh has been pleased to constitute a "**Complaint Redressal Committee**", regarding armoring of (2) Two Toyota Land Cruiser and (4) Four Toyota Fortuner-2017 at B7 ++ with bomb Proof protection level VT-10 for official use of Chief Minister's Secretariat, Government of Sindh in terms of Rule-31 sub-section 1, 2a & 2b of Sindh Public Procurement Rules-2010, as per following composition and TORs:-

- |   |                       |
|---|-----------------------|
| 1. Secretary (G.A), SGA&CD.   | Chairman              |
| 2. Representative of<br>Accountant General Sindh<br>Not below the rank of BS-18 | Member                |
| 3. Deputy Secretary (B&A), SGA&CD.  | Member /<br>Secretary |

### TERMS OF REFERENCE:

- Monitoring and handling the complaint, if any, from a bidder during the process of the pre-qualification of bidders for the procurement/tendering of Two (02) Bomb Proof/Armored Toyota Land Cruiser and for Four (04) Bomb Proof / Armored Toyota Fortuner-2017 in respect of the SGA&CD.
- Settlement of a dispute and the redressal of a grievance, if any, as received from a bidder / bidders during the process of Armoring of Government vehicles, under the prevailing rules & procedures.

**CHIEF SECRETARY  
GOVERNMENT OF SINDH**

NO. SO (CTC)/59/2017

Karachi, dated the 4<sup>th</sup> May, 2017

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

- ✓ The Accountant General, Sindh with the request to kindly depute a representative not below the rank of BS-18.
- ✓ All the Members of the Committee.
- ✓ All the D.D.Os. SGA&CD.
- ✓ All the Accountant / Caretakers SGA&CD.
- ✓ All concerned (Officers/officials).
- ✓ Office Order File.

(MUHAMMAD ALEEM)  
SECTION OFFICER (CTC)

# ANNUAL PROCUREMENT PLAN

FOR THE YEAR 2017-18

PROCUREMENT OF TWO (02) TOYOTA LAND CRUISERS & FOUR (04) TOYOTA FORTUNERS FOR CHIEF MINISTER'S SECRETARIAT, SINDH.

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated Unit cost (Where applicable)	Estimated Total Cost	Funds Allocated	Source of Funds (ADP/Non-ADP)	Proposed Procurement Method	Timing of Procurement				Remarks
								1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter	
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Procurement of Toyota Land Cruisers	02	24,101,500	48,203,000	96,700,000	Non-ADP	With the approval of CM	3 <sup>rd</sup> to 4 <sup>th</sup> Quarter				--
2	Procurement of Toyota Fortuners	04	5,104,232	20,416,928	96,700,000	Non-ADP	With the approval of CM	3 <sup>rd</sup> to 4 <sup>th</sup> Quarter				--

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3  


(MUHAMMAD ALEEM)  
SECTION OFFICER (CTC)





*GOVERNMENT OF SINDH  
SERVICES, GENERAL ADMINISTRATION &  
COORDINATION DEPARTMENT*

## **Bidding Document**

For

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**Armoring of two (02) Toyota Land Cruiser &  
four (04) Toyota Fortuner-2017**

by:

**SECTION OFFICER (CTC) SGA&CD  
2<sup>ND</sup> FLOOR SINDH SECRETARIAT BUILDING NO.1  
SHAHRAH-E-KAMAL ATTA TURK ROAD, KARACHI**

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**PART ONE (FIXED)**

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

*Table of Contents - Part One*

*PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS.....2*

*TABLE OF CLAUSES.....3*

*PART ONE - SECTION II. GENERAL CONDITIONS OF CONTRACT .....18*

*TABLE OF CLAUSES..... 19*

**Part One - Section I.**  
**Instructions to Bidders**

## Table of Clauses

<b>A. INTRODUCTION .....</b>	<b>4</b>
1. SOURCE OF FUNDS .....	4
2. ELIGIBLE BIDDERS .....	4
3. ELIGIBLE GOODS AND SERVICES .....	4
4. COST OF BIDDING .....	5
<b>B. THE BIDDING DOCUMENTS .....</b>	<b>5</b>
5. CONTENT OF BIDDING DOCUMENTS .....	5
6. CLARIFICATION OF BIDDING DOCUMENTS .....	5
7. AMENDMENT OF BIDDING DOCUMENTS .....	5
<b>C. PREPARATION OF BIDS .....</b>	<b>6</b>
8. LANGUAGE OF BID .....	6
9. DOCUMENTS COMPRISING THE BID .....	6
10. BID FORM .....	6
11. BID PRICES .....	6
12. BID CURRENCIES .....	7
13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION .....	7
14. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS .....	7
15. BID SECURITY .....	8
16. PERIOD OF VALIDITY OF BIDS .....	9
17. FORMAT AND SIGNING OF BID .....	9
<b>D. SUBMISSION OF BIDS .....</b>	<b>10</b>
18. SEALING AND MARKING OF BIDS .....	10
19. DEADLINE FOR SUBMISSION OF BIDS .....	10
20. LATE BIDS .....	10
21. MODIFICATION AND WITHDRAWAL OF BIDS .....	10
<b>E. OPENING AND EVALUATION OF BIDS .....</b>	<b>11</b>
22. OPENING OF BIDS BY THE PROCURING AGENCY .....	11
23. CLARIFICATION OF BIDS .....	11
24. PRELIMINARY EXAMINATION .....	11
25. EVALUATION AND COMPARISON OF BIDS .....	12
26. CONTACTING THE PROCURING AGENCY .....	15
<b>F. AWARD OF CONTRACT .....</b>	<b>15</b>
27. POST-QUALIFICATION .....	15
28. AWARD CRITERIA .....	15
29. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD .....	15
30. PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS .....	16
31. NOTIFICATION OF AWARD .....	16
32. SIGNING OF CONTRACT .....	16
33. PERFORMANCE SECURITY .....	16
34. CORRUPT OR FRAUDULENT PRACTICES .....	16

## INSTRUCTIONS TO BIDDERS

### A. Introduction

1. **Source of Funds**
  - 1.1 Procuring Agency has received funds from provincial government in Pak rupee towards the cost of the subject procurement in the bidding data and it is intended that part of the proceeds of this funds will be applied to eligible payments under the contract for which these bidding documents are issued.
  - 1.2 No party other than the Procuring Agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2. **Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
  - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
  - 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
  - 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1.
3. **Eligible Goods and Services**
  - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
  - 3.2 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, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
4. **Cost of Bidding**
  - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid

Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 4.2 The bidders shall bear all costs for any kind of testing as many times obtained from anywhere as to the satisfaction of purchase committee/procuring agency and bidder shall be responsible for any kind of damage caused during the testing.

## **B. Bidding Documents**

### **5. Content of Bidding Documents**

- 5.1 the bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Scope of works
  - (f) Bid Form
  - (g) Technical Proposal Form
  - (h) Financial Proposal Form
  - (i) General Information Required
  - (j) Bid Security Form
  - (k) Contract Form
  - (l) Performance Guarantee Form
  - (m) Integrity Pact
  - (n) Manufacturer's Authorization Form

- 5.2 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 will be at the Bidder's risk and may result in the rejection of its bid.

### **6. Clarification of Bidding Documents**

A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

### **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 interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them
- 7.3 In order to allow interested bidders reasonable time in which to take



the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids

8. **Language of Bid** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. **Documents Comprising the Bid** The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) Bid security furnished in accordance with ITB Clause 15.
10. **Bid Form** 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.
11. **Bid Prices**
- 11.1 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.
  - 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
  - 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
  - 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any

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

11.5 The bid price should be inclusive of all taxes.

**12. Bid Currencies**

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

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

13.1 Pursuant to ITB Clause 9, 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.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

- (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 Procuring agency's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

297

14.3 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) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, 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. 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.

## 15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for twenty-eight (28) days beyond the validity of the bid; or
- (b) irrevocable en-cashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after

the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with ITB Clause 32;
    - OR**
    - (ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of Validity of Bids**

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and Signing of Bid**

- 17.1 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.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**D. Submission of Bids**

**18. Sealing and**

- 18.1 The Bidder shall seal the original and each copy of the bid in

- Marking of Bids** separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 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 "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
- 19. Deadline for Submission of Bids**
- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 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 will thereafter be subject to the deadline as extended.
- 20. Late Bids**
- Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification and Withdrawal of Bids**
- 21.1 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
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during



this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

### **E. Opening and Evaluation of Bids**

22. **Opening of Bids by the Procuring agency**
- 22.1 The Procuring agency will 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 evidencing their attendance
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.
23. **Clarification of Bids**
- 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.
24. **Preliminary Examination**
- 24.1 The Procuring agency will 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.
- 24.2 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.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will 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, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. 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.

- 24.5 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.
- 25. Evaluation and Comparison of Bids**
- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid
- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- (a) incidental costs
  - (b) delivery schedule offered in the bid;
  - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
  - (d) the cost of components, mandatory spare parts, and service;
  - (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
  - (f) the projected operating and maintenance costs during the life of the equipment;
  - (g) the performance and productivity of the equipment offered; and/or
  - (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
  - (b) *Delivery schedule.*



- i.* The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

**OR**

- ii.* The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**OR**

- iii.* The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

*(c) Deviation in payment schedule*

- i.* Bidder shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The procuring agency may consider the alternative payment schedule offered by the selected Bidder

**OR**

- ii.* The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

*(d) Cost of spare parts*

- i.* The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications.

The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

**OR**

*ii.* The procuring agency will draw up a list of high usage and high value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

**OR**

*iii.* The procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

*(e) Spare parts and after sales service facilities in the Procuring agency's country.*

The cost to the procuring of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

*(f) Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement from a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specification

*(g) Performance and productivity of the equipment.*

*i.* Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating cost over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specification.

**OR**

*ii.* Goods offered shall have a minimum productivity specified under the relevant provision in the Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in Bid Data Sheet or in Technical Specification.

*(h) Specific additional criteria indicated in the Bid Data Sheet*

*and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

- 26. Contacting the Procuring agency**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 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.

### **F. Award of Contract**

- 27. Post-qualification**
- 27.1 In the absence of prequalification, the Procuring agency will 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 13.3.
- 27.2 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 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 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.
- 28. Award Criteria**
- Subject to ITB Clause 30, 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.
- 29. Procuring agency's Right to Vary Quantities at Time of Award**
- The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected

Bidder or bidders of the grounds for the Procuring agency's action.

- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 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.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 33. Performance Security**
- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 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.
- 34. Corrupt or Fraudulent Practices**
- 34.1 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) 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) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

907

**Part One - Section II.  
General Conditions of Contract**



## Table of Clauses

1. DEFINITIONS .....	20
2. APPLICATION .....	20
3. COUNTRY OF ORIGIN .....	20
4. TECHNICAL SPECIFICATION.....	20
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE BANK .....	21
6. PATENT RIGHTS.....	21
7. PERFORMANCE SECURITY .....	21
8. INSPECTIONS AND TESTS .....	22
9. PACKING .....	22
10. DELIVERY AND DOCUMENTS.....	22
11. INSURANCE .....	23
12. TRANSPORTATION.....	23
13. INCIDENTAL SERVICES .....	23
14. SPARE PARTS.....	23
15. WARRANTY .....	24
16. PAYMENT.....	24
17. PRICES.....	24
18. CHANGE ORDERS .....	24
19. CONTRACT AMENDMENTS.....	25
20. ASSIGNMENT.....	25
21. SUBCONTRACTS .....	25
22. DELAYS IN THE SUPPLIER'S PERFORMANCE .....	25
23. LIQUIDATED DAMAGES .....	25
24. TERMINATION FOR DEFAULT.....	26
25. FORCE MAJEURE .....	26
26. TERMINATION FOR INSOLVENCY .....	27
27. TERMINATION FOR CONVENIENCE.....	27
28. RESOLUTION OF DISPUTES.....	27
29. GOVERNING LANGUAGE.....	27
30. APPLICABLE LAW.....	28
31. NOTICES.....	28
32. TAXES AND DUTIES .....	28



309

## 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 organization purchasing the Goods, as named in SCC.
- (h) "The Procuring agency's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC. "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

### 2. Application

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

### 3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Service are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

### 4. Technical

The Goods supplied under this contract shall conform to the

- Specification** standards mentioned in the Technical Specification, 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.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Government**
- 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 the 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 and to have them audited by auditors appointed by the procuring agency, if so required
- 6. Patient 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 Procuring agency's country.
- 7. Performance Security**
- 7.1 Within twenty (20) days 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.
- 7.2 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.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - (b) a cashier's or certified check.
- 7.4 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.

Part One - Section II. General Conditions of Contract

**8. Inspections and Tests**

- 8.1 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. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency. the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 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.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract

**9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage, Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

**10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

**11. Insurance**

The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

**12. Transportation**

The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price

**13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC;

- (a) performance or supervision of onsite assembly and/or startup 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 b the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or onsite, in assembly, startup, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charges by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

**14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide manual or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier;

- (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;
  - 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 blueprint, drawings, and



specification of the spare parts, if required.

**15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current 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.
- 15.2 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country; whichever period concludes earlier unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 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.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 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 by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

**17. 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, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

**18. Change Orders**

- 18.1 The Procuring agency may at any time, by a written order given to

the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

**19. Contract Amendments**

Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**20. Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

**21. Subcontracts**

The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

**22. Delays in the Supplier's Performance**

22.1 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.

22.2 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.

Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s)

315

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 24.

**24. Termination for Default**

24.1 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 22;
- (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.

For the purpose of this clause:

“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.

“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 Borrower, 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 Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24 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.

- 25.2 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.
- 25.3 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.
- 26. Termination for insolvency**
- The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
- 27. Termination for Convenience**
- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 28. Resolution of Disputes**
- 28.1 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.
- 28.2 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 for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
- 29. Governing**
- 29.1 The Contract shall be written in the language specified in SCC.

Part One - Section II. General Conditions of Contract

**Language**

Subject to GCC Clause 30, 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 the same language.

29.2 The Contract shall be interpreted in accordance with the laws of Pakistan.

**30. Applicable Law**

The contract shall be interpreted in accordance with the laws of Pakistan

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later. Taxes and Duties

**31. Taxes & Duties**

Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

**Table of Contents - Part Two**

*PART TWO - SECTION I. BID DATA SHEET* ..... 30

*PART TWO - SECTION II. SPECIAL CONDITIONS OF THE CONTRACT* ..... 33

*TABLE OF CLAUSES* ..... 34

*PART TWO - SECTION III. TECHNICAL SPECIFICATION*..... 36

*PART TWO - SECTION IV. EVALUATION CRITERIA*..... 38

*PART TWO - SECTION V. SAMPLE FORMS*..... 40

319

**Part Two - Section I**  
**Bid Data Sheet – Toyota Land Cruiser B7 Bomb Proof**  
**Protection Level (VR10)**

## Part Two Section I. Bid Data Sheet

Sr. No.	Description	Details
01	Procuring Agency	Services, General Administration & Coordination Department GoS (SGA&CD)
02	Mode of Tendering	National Competitive Bidding
03	Website	<a href="http://www.sindh.gov.pk">www.sindh.gov.pk</a> and <a href="http://www.pprasindh.gov.pk">www.pprasindh.gov.pk</a>
04	Tender Subject	Armoring of two (02) Toyota Land Cruiser & four (04) Toyota Fortuner-2017
05	Method of Procurement	Single stage two envelope method of procurement would be followed as per the details mentioned in SPP Rules 2010 for the said method
06	Source of Funds	Government of Sindh
07	Address	Section Officer (CTC) SGA&CD, 2 <sup>nd</sup> Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta Turk Road, Karachi.
08	Language	English
<b>BID CURRENCY &amp; PRICE</b>		
09	Taxes	The quoted price shall be inclusive of all taxes and incidental services
10	Price	The quoted price shall be fixed
<b>PREPARATION &amp; SUBMISSION OF BIDS</b>		
11	Bid Security/ earnest money	5% of the Bid Price
12	Bid Validity	90 Days from the date of opening of bids
13	Method of Submission	Two original envelopes marked Technical Proposal & Financial Proposals and one copy of both (Technical and Financial) proposals.
14	Address for Submission	Section Officer (CTC) SGA&CD, 2 <sup>nd</sup> Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta Turk Road, Karachi.
15	Last Date for Collection of BDs	30 <sup>th</sup> June 2017 at 1400 hrs
16	Last Date for Submission of BDs	30 <sup>th</sup> June 2017 at 1500hrs
17	Address, date & Time for Opening of the bids.	Section Officer (CTC) SGA&CD, 2 <sup>nd</sup> Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta Turk Road, Karachi.
<b>BID EVALUATION</b>		
18	Evaluation Criteria	<p>Single stage two envelope methods described in SPP rules 2010 shall be the evaluation method for the subject procurement. To qualify each and every requirement of mandatory, technical and other compliance (serial number 19, 20 and 21) is compulsory.</p> <p>The following steps shall be followed for the evaluation of the Bids:</p> <p><b>Stage 1.</b> The bidder qualifying in the mandatory qualifying requirements at BDs (19) will be eligible for the next stage of evaluation i.e. Technical Compliance &amp; Other Compliance evaluation.</p> <p><b>Stage 2.</b> The bidder qualifying in the Technical Compliance &amp; Other Compliance will be eligible for the final evaluation.</p> <p><b>Important:</b> Disqualification in any stage or in any of the following sections or sub-sections will lead to disqualification in entire evaluation process</p>

381

19	Mandatory qualifying Requirements	01	Registered with Income Tax & Sales Tax Department	Valid Certificate from concerned regulator / authority required			
		02	Permission/NOC for Armoring retrofitting, from Ministry of Interior, GoP				
		03	Affidavit that firm is not Blacklisted and involved in any litigation in Pakistan				
20	Technical Compliance	Two (02) Toyota Land Cruisers Armoring Specification Level B7 with Bomb Proof Protection level (VR10)					
			<b>APPLICATION</b>	<b>BALLISTIC LEVEL</b>	<b>INSTALLATION</b>	<b>Yes</b>	<b>No</b>
		Window & Glass	Wind Shield	CEN-1063-BR7	Installed as Orig.		
			Left Front Door	CEN-1063-BR7	Installed as Orig.		
			Right Front Door	CEN-1063-BR7	Installed as Orig.		
			Left Rear Door	CEN-1063-BR7	Installed as one Piece extended		
			Left Quarter Glass				
			Right Rear Door	CEN-1063-BR7	Installed as one Piece extended		
			Right Quarter Glass				
			Back Window (Backlit)	CEN-1063-BR7	Installed with Armored Gate		
			Overlaps	CEN-1063-BR7	Included		
		Door Areas	1 Operable Window Driver Side	Only BR7	Ballistic Glass		
			Door Front - Right	CEN-1063-BR7	Laser Cut Ballistic Steel		
			Door Front - Left	CEN-1063-BR7	Laser Cut Ballistic Steel		
			Door Rear - Right	CEN-1063-BR7	Laser Cut Ballistic Steel		
			Door Rear - Left	CEN-1063-BR7	Laser Cut Ballistic Steel		
		Body Area	Upgraded Hinges	CEN-1063-BR7	Laser Cut Ballistic Steel		
			Back Seat Protection	CEN-1063-BR7	Laser Cut Ballistic Steel		
			Engine Firewall	CEN-1063-BR7	Laser Cut Ballistic Steel		
			Wheel Arches - Front	CEN-1063-BR7	Laser Cut Ballistic Steel		
			Wheel Arches - Rear	CEN-1063-BR7	Laser Cut Ballistic Steel		
			Roof	CEN-1063-BR7	Laser Cut Ballistic Steel		
			Floor	CEN-1063-BR7	Ballistic Steel/Kevlar or compatible to required protection level		
Engine	Pillar A, B & C	CEN-1063-BR7	Laser Cut Ballistic Steel				
	Battery Protection	CEN-1063-BR7	Ballistic Cover / Bullet Resistant Battery Cover.				
	Engine ECM Protection	CEN-1063-BR7	Laser Cut Ballistic Steel Cover				
Suspension	Engine Bay Protection	CEN-1063-BR7	Laser Cut Ballistic Steel Cover				
	Suspension	Appropriate to Support Additional Weight due to Armoring.					
Misc.	Brakes	Appropriate to the Additional Weight.					
	Run Flat Inserts	Appropriate to the Rims.					
21	Other compliance	1	Undertaking to provide comprehensive warranty & after sales support & maintenance of all vehicles for initial one year time or up to 50,000 km				
		2	Material Testing Certificates				
		3	Provision of sample for ballistic Steel Plate, Glass & Kevlar				
		4	Access to manufacturing/assembling facilities for assessment				
22	Evaluation Factors	The factors for successful evaluations are:					
		<ol style="list-style-type: none"> <li>1. Eligibility Criteria provided in the bidding documents.</li> <li>2. Mandatory, Technical Compliance &amp; Other Compliance</li> <li>3. Lowest Evaluated cost</li> </ol>					
<b>CONTRACT OF AWARD</b>							
23	Modification in Scope of Work	Procuring Agency reserves the rights to increase / decrease the scope of work / number of units/items without assigning any reason					



303

Part Two Section I. Bid Data Sheet

**Part Two - Section I**  
**Bid Data Sheet – Toyota Fortuner B6 (VR7)**



Sr. No.	Description	Details
01	Procuring Agency	Services, General Administration & Coordination Department GoS (SGA&CD)
02	Mode of Tendering	National Competitive Bidding
03	Website	<a href="http://www.sindh.gov.pk">www.sindh.gov.pk</a> and <a href="http://www.pprasindh.gov.pk">www.pprasindh.gov.pk</a>
04	Tender Subject	Armoring of two (02) Toyota Land Cruiser & four (04) Toyota Fortuner-2017
05	Method of Procurement	Single stage two envelope method of procurement would be followed as per the details mentioned in SPP Rules 2010 for the said method
06	Source of Funds	Government of Sindh
07	Address	Section Officer (CTC) SGA&CD, 2 <sup>nd</sup> Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta Turk Road, Karachi.
08	Language	English
<b>BID CURRENCY &amp; PRICE</b>		
09	Taxes	The quoted price shall be inclusive of all taxes and incidental services
10	Price	The quoted price shall be fixed
<b>PREPARATION &amp; SUBMISSION OF BIDS</b>		
11	Bid Security/ earnest money	5% of the Bid Price
12	Bid Validity	90 Days from the date of opening of bids
13	Method of Submission	Two original envelopes marked Technical Proposal & Financial Proposals and one copy of both (Technical and Financial) proposals.
14	Address for Submission	Section Officer (CTC) SGA&CD, 2 <sup>nd</sup> Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta Turk Road, Karachi.
15	Last Date for Collection of BDs	<b>30<sup>th</sup> June 2017 at 1400 hrs</b>
16	Last Date for Submission of BDs	<b>30<sup>th</sup> June 2017 at 1500 hrs</b>
17	Address, date & Time for Opening of the bids.	Section Officer (CTC) SGA&CD, 2 <sup>nd</sup> Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta Turk Road, Karachi.
<b>BID EVALUATION</b>		
18	Evaluation Criteria	<p>Single stage two envelope methods described in SPP rules 2010 shall be the evaluation method for the subject procurement.</p> <p>The following steps shall be followed for the evaluation of the Bids:</p> <p><b>Stage 1.</b> The bidder qualifying in the mandatory qualifying requirements at BDs (19) will be eligible for the next stage of evaluation i.e. Technical Compliance &amp; Other Compliance evaluation.</p> <p><b>Stage 2.</b> The bidder qualifying in the Technical Compliance &amp; Other Compliance will be eligible for the final evaluation.</p> <p><b>Important:</b> Disqualification in any stage will be disqualification in entire evaluation process</p>

205

19	Mandatory qualifying Requirements	Failing to qualify/submission any mandatory requirement will be disqualification in entire evaluation					
		01	Registered with Income Tax & Sales Tax Department	Valid Certificate from concerned regulator / authority required			
		02	Permission/NOC for Armoring retrofitting, from Ministry of Interior, GoP				
		03	Affidavit that firm is not Blacklisted and involved in any litigation in Pakistan.				
20	Technical Compliance	Four (04) Toyota Fortuner Armoring Specification Level B6 with Bomb Proof Protection level (VR7)					
			<b>APPLICATION</b>	<b>BALLISTIC LEVEL</b>	<b>INSTALLATION</b>	<b>Yes</b>	<b>No</b>
		Window & Glass	Wind Shield	CEN-1063-BR6	Installed as Orig.		
			Left Front Door	CEN-1063-BR6	Installed as Orig.		
			Right Front Door	CEN-1063-BR6	Installed as Orig.		
			Left Rear Door	CEN-1063-BR6	Installed as one Piece extended		
			Left Quarter Glass				
			Right Rear Door	CEN-1063-BR6	Installed as one Piece extended		
			Right Quarter Glass				
			Back Window (Backlit)	CEN-1063-BR6	Installed with Armored Gate		
			Overlaps	CEN-1063-BR6	Included		
		1 Operable Window Driver Side	Only BR6	Ballistic Glass			
		Door Areas	Door Front - Right	CEN-1063-BR6	Laser Cut Ballistic Steel		
			Door Front - Left	CEN-1063-BR6	Laser Cut Ballistic Steel		
			Door Rear - Right	CEN-1063-BR6	Laser Cut Ballistic Steel		
			Door Rear - Left	CEN-1063-BR6	Laser Cut Ballistic Steel		
			Upgraded Hinges	CEN-1063-BR6	Laser Cut Ballistic Steel		
		Body Area	Back Seat Protection	CEN-1063-BR6	Laser Cut Ballistic Steel		
			Engine Firewall	CEN-1063-BR6	Laser Cut Ballistic Steel		
			Wheel Arches - Front	CEN-1063-BR6	Laser Cut Ballistic Steel		
			Wheel Arches - Rear	CEN-1063-BR6	Laser Cut Ballistic Steel		
Roof	CEN-1063-BR6		Laser Cut Ballistic Steel				
Floor	CEN-1063-BR6		Ballistic Steel/Kevlar or compatible to required protection level				
Engine	Pillar A, B & C	CEN-1063-BR6	Laser Cut Ballistic Steel				
	Battery Protection	CEN-1063-BR6	Ballistic Cover / Bullet Resistant Battery Cover.				
	Engine ECM Protection	CEN-1063-BR6	Laser Cut Ballistic Steel Cover				
Suspension	Suspension	Appropriate to Support Additional Weight due to Armoring.					
	Brakes	Appropriate to the Additional Weight.					
Misc.	Run Flat Inserts	Appropriate to the Rims.					
	Fuel Tanks & Tail Pipe protection	Appropriate to level BR6					
21	Other compliance	1	Undertaking to provide comprehensive warranty & after sales support & maintenance of all vehicles for initial one year time or up to 50,000 km				
		2	Material Testing Certificates				
		3	Provision of sample for ballistic Steel Plate, Glass & Kevlar				
22	Evaluation Factors	The factors for successful evaluations are: 1. Eligibility Criteria provided in the bidding documents. 2. Mandatory, Technical Compliance & Other Compliance 3. Lowest Evaluated cost					
<b>CONTRACT OF AWARD</b>							
23	Modification in Scope of Work	Procuring Agency reserves the rights to increase / decrease the scope of work / number of units/items without assigning any reason					

**Part Two - Section II**  
**Special Conditions of the Contract**

27

TABLE OF CLAUSES

01. Definitions ..... 35  
02. Country of Origin ..... 35  
03. Performance Security ..... 35  
04. Payment ..... 35  
05. Prices ..... 35  
06. Liquidated Damages ..... 35  
07. Resolution of Dispute ..... 35  
08. Governing Languages ..... 35  
09. Notices ..... 35

## SPECIAL CONDITIONS OF THE 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.

- |    |                              |   |
|----|------------------------------|---|
| 01 | <b>Definitions</b>           | The Procuring Agency  |
| 02 | <b>Country of Origin</b>     | Pakistan.   |
| 03 | <b>Performance Security</b>  | The contractor will provide the respective Performance Security in the sum equivalent or up to 10% of the Bid Price at the beginning of the work.   |
| 04 | <b>Payment</b>               | The Payment terms and conditions should clearly be mentioned in the financial proposal at the time of submission with the bid. The terms and conditions will be finalized as per mutual agreement / consent at the time of signing of contract. |
| 05 | <b>Prices</b>                | Price quoted by the bidder shall be fixed during the Bidder's Performance and not subject to variation on any account, unless otherwise specified in the bidding document.  |
| 06 | <b>Liquidated Damages</b>    | Liquidity Damages of 0.5% per day up to 10% of the Contract Price will be deducted for delayed supplied goods.  |
| 07 | <b>Resolution of Dispute</b> | In case of a dispute between Procuring Agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws.   |
| 08 | <b>Governing Language</b>    | The Governing Language Shall be English.  |
| 09 | <b>Notices</b>               | All notices shall be address at:<br><br><b>Section Officer (CTC) SGA&amp;CD,<br/>2<sup>nd</sup> Floor Sindh Secretariat Building No.1,<br/>Shahrah-e-Kamal Atta Turk Road, Karachi</b>  |

399

Part Two - Section III. Technical Specification

**Part Two - Section III  
Scope of work**

## SCOPE OF WORK

Two (02) Toyota Land Cruisers  
Armoring Specification Level B7 with Bomb Proof Protection level (VR10)

	APPLICATION	BALLISTIC LEVEL	INSTALLATION
<b>Window &amp; Glass</b>	Wind Shield	CEN-1063-BR7	Installed as Orig.
	Left Front Door	CEN-1063-BR7	Installed as Orig.
	Right Front Door	CEN-1063-BR7	Installed as Orig.
	Left Rear Door	CEN-1063-BR7	Installed as one Piece extended
	Left Quarter Glass		
	Right Rear Door	CEN-1063-BR7	Installed as one Piece extended
	Right Quarter Glass		
	Back Window (Backlit)	CEN-1063-BR7	Installed with Armored Gate
	Overlaps	CEN-1063-BR7	Included
	1 Operable Window Driver Side	Only BR7	Ballistic Glass
<b>Door Areas</b>	Door Front – Right	CEN-1063-BR7	Laser Cut Ballistic Steel
	Door Front – Left	CEN-1063-BR7	Laser Cut Ballistic Steel
	Door Rear – Right	CEN-1063-BR7	Laser Cut Ballistic Steel
	Door Rear – Left	CEN-1063-BR7	Laser Cut Ballistic Steel
	Upgraded Hinges	CEN-1063-BR7	Laser Cut Ballistic Steel
<b>Body Area</b>	Back Seat Protection	CEN-1063-BR7	Laser Cut Ballistic Steel
	Engine Firewall	CEN-1063-BR7	Laser Cut Ballistic Steel
	Wheel Arches – Front	CEN-1063-BR7	Laser Cut Ballistic Steel
	Wheel Arches – Rear	CEN-1063-BR7	Laser Cut Ballistic Steel
	Roof	CEN-1063-BR7	Laser Cut Ballistic Steel
	Floor	CEN-1063-BR7	Ballistic Steel/Kevlar or compatible to required protection level
<b>Engine</b>	Pillar A, B & C	CEN-1063-BR7	Laser Cut Ballistic Steel
	Battery Protection	CEN-1063-BR7	Ballistic Cover / Bullet Resistant Battery Cover.
	Engine ECM Protection	CEN-1063-BR7	Laser Cut Ballistic Steel Cover
<b>Suspension</b>	Engine Bay Protection	CEN-1063-BR7	Laser Cut Ballistic Steel Cover
	Suspension	Appropriate to Support Additional Weight due to Armoring.	
<b>Misc.</b>	Brakes	Appropriate to the Additional Weight.	
	Run Flat Inserts	Appropriate to the Rims.	
	Fuel Tanks & Tail Pipe protection	Appropriate to level BR7	

### Material (Specification, Region) Protection Level BR7 with Bomb Proof Protection

ENHANCEMENT	MODIFICATION	REMARKS
1. Passenger Cabin Protection	The entire Passenger Cabin inside area shall be armored with an amour poly steel. It will be installed inside the doors and cabin cavity and the original door and cabin panel will be reinstalled offering lightweight BR6 & 7 protection	Laser Cut Ballistic Steel & Glass.
2. Armored Doors Panels Assembly / Armored Windows.	Rear and sides flat ballistic Glass will be installed from inside with framing system. Doors armored and fitted in an inside door application with original door panels left intact. Substrate material and fastening included. Overlap is use around each window to prevent gaps. All existing windows are replaced with ballistic glass / polycarbonate matrix offering lightweight BR 7 protection. Each vehicle kit will consist of all doors, all window in the vehicle.	Laser Cut Ballistic Steel & Glass.
3. Run Flats inserts.	Run flats inserts are fitted in 5 tires of the vehicle.	Appropriate to the Rims Profile.
4. "A", "B" and "C" Pillar Post.	Armored, contoured panels are installed between the front and rear seats at BR 7 Level protections.	Laser Cut Ballistic Steel
5. Firewall	Armored panels are installed under the front fenders offering protection to the feet / shin (BR 7 Level).	Laser Cut Ballistic Steel.



Part Two - Section III. Technical Specification

6. Breaks	Brakes are upgraded to compensate for most of the extra weight of the armor to maintain safety standards.	Appropriate According to the Weight
7. Hinges	All hinges are re-enforced and fitted in accordance with doors weight.	Appropriate According to Weight of the Door
8. Suspension	Vehicle suspension system will be upgraded to accommodate extra weight of the armor.	Appropriate According to the Weight of vehicle.
9. EML / Engine protection	Entire Engine is protected	Engine Bay Protection

## SCOPE OF WORK

Four (04) Toyota Fortuner  
Armoring Specification Level B6 with Bomb Proof Protection level (VR7)

	APPLICATION	BALLISTIC LEVEL	INSTALLATION
Window & Glass	Wind Shield	CEN-1063-BR6	Installed as Orig.
	Left Front Door	CEN-1063-BR6	Installed as Orig.
	Right Front Door	CEN-1063-BR6	Installed as Orig.
	Left Rear Door	CEN-1063-BR6	Installed as one Piece extended
	Left Quarter Glass		
	Right Rear Door	CEN-1063-BR6	Installed as one Piece extended
	Right Quarter Glass		
	Back Window (Backlit)	CEN-1063-BR6	Installed with Armored Gate
	Overlaps	CEN-1063-BR6	Included
1 Operable Window Driver Side	Only BR6	Ballistic Glass	
Door Areas	Door Front – Right	CEN-1063-BR6	Laser Cut Ballistic Steel
	Door Front – Left	CEN-1063-BR6	Laser Cut Ballistic Steel
	Door Rear – Right	CEN-1063-BR6	Laser Cut Ballistic Steel
	Door Rear – Left	CEN-1063-BR6	Laser Cut Ballistic Steel
	Upgraded Hinges	CEN-1063-BR6	Laser Cut Ballistic Steel
Body Area	Back Seat Protection	CEN-1063-BR6	Laser Cut Ballistic Steel
	Engine Firewall	CEN-1063-BR6	Laser Cut Ballistic Steel
	Wheel Arches – Front	CEN-1063-BR6	Laser Cut Ballistic Steel
	Wheel Arches – Rear	CEN-1063-BR6	Laser Cut Ballistic Steel
	Roof	CEN-1063-BR6	Laser Cut Ballistic Steel
	Floor	CEN-1063-BR6	Ballistic Steel/Kevlar or compatible to required protection level
	Pillar A, B & C	CEN-1063-BR6	Laser Cut Ballistic Steel
Engine	Battery Protection	CEN-1063-BR6	Ballistic Cover / Bullet Resistant Battery Cover.
	Engine ECM Protection	CEN-1063-BR6	Laser Cut Ballistic Steel Cover
	Engine Bay Protection	CEN-1063-BR6	Laser Cut Ballistic Steel Cover
Suspension	Suspension	Appropriate to Support Additional Weight due to Armoring.	
	Brakes	Appropriate to the Additional Weight.	
Misc.	Run Flat Inserts	Appropriate to the Rims.	
	Fuel Tanks & Tail Pipe protection	Appropriate to level BR6	

### Material (Specification, Region) Protection Level BR6 with Bomb Proof Protection

ENHANCEMENT	MODIFICATION	REMARKS
1. Passenger Cabin Protection	The entire Passenger Cabin inside area shall be armored with an amour poly steel. It will be installed inside the doors and cabin cavity and the original door and cabin panel will be reinstalled offering lightweight BR 6 protection	Laser Cut Ballistic Steel & Glass.
2. Armored Doors Panels Assembly / Armored Windows.	Rear and sides flat ballistic Glass will be installed from inside with framing system. Doors armored and fitted in an inside door application with original door panels left intact. Substrate material and fastening included. Overlap is use around each window to prevent gaps. All existing windows are replaced with ballistic glass / polycarbonate matrix offering lightweight BR6 protection. Each vehicle kit will consist of all doors, all window in the vehicle.	Laser Cut Ballistic Steel & Glass.
3. Run Flats inserts.	Run flats inserts are fitted in 5 tires of the vehicle.	Appropriate to the Rims Profile.
4. "A", "B" and "C" Pillar Post.	Armored, contoured panels are installed between the front and rear seats at BR 6 Level protections.	Laser Cut Ballistic Steel

Part Two - Section III. Technical Specification

5. Firewall	Armored panels are installed under the front fenders offering protection to the feet / shin (BR 6 Level).	Laser Cut Ballistic Steel.
6. Breaks	Brakes are upgraded to compensate for most of the extra weight of the armor to maintain safety standards.	Appropriate According to the Weight
7. Hingis	All hinges are re-enforced and fitted in accordance with doors weight.	Appropriate According to Weight of the Door
8. Suspension	Vehicle suspension system will be upgraded to accommodate extra weight of the armor.	Appropriate According to the Weight of vehicle.
9. EML / Engine protection	Entire Engine is protected	Engine Bay Protection

**Part Two - Section IV  
Evaluation Criteria**

EVALUATION CRITERIA

Evaluation criteria		Documentary evidence attached	Points
<b>Section 1 – COMPANY PROFILE</b>			
1.1	Company Experience from Date of Operations	Certificate of incorporation	Maximum Points = 50 2 to 3 years =30 Above 3 up to 5 years = 40 Above 5 up to 6 years = 45 More than 6 years = 50
1.2	Average annual turnover of the Company for the last 3 Years	a) Annual audit report b) Registration evidence	Maximum Points = 50 15 to 25 million = 30 Above 25 up to 30 million = 40 Above 30 up to 40 million = 45 More than 40 million = 50
<b>Section 2 – RELEVANT EXPERIENCE</b>			
2.1	Previous work order/contracts of Armoring of vehicles of same category/type of offered product		Maximum Points = 50 1 work orders = 15 2 work orders = 30 3 to 4 work orders = 45 More than 4 work orders = 50

Note:

1. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in the bidding documents
2. Bidders shall be required to obtain aggregate **70% marks in evaluation criteria** in addition to the mandatory clauses, Technical compliance & other compliance mentioned in the bidding document to qualify for the evaluation of Financial Bids.

**Part Two - Section V**  
**Sample Forms**



37

## BID FORM

***BID FORM*** for \_\_\_\_\_

To:  
Procuring Agency

Sir,  
Having examined the bidding documents, the receipt of which is hereby duly acknowledged, for the above contract, we, the undersigned, offer to supply, deliver and test in conformity with the said bidding documents (Technical and Financial proposals are attached as Annexure-B and Annexure-C respectively) are submitted herewith separately as per your requirement.

We undertake, (if our bid is accepted) to complete the supply in accordance with the delivery time **mentioned** in this tender documents.

If our bid is accepted, we will provide the performance security in the sum equivalent to 10% of the Contract value i.e., Rs..... for the due performance of the contract as per bid Security Form.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

**WITNESS**

\_\_\_\_\_  
BIDDER (Sign + Seal)

Signature: -----

Signature: -----

Name:-----

Name:-----

Title:-----

Title:-----

Address:-----

Address:-----

CNIC #:-----

CNIC #:-----

## TECHNICAL PROPOSAL FORM

Bidder's Profile		
Name		
Official Address		
Telephone(s) No.		
Official Fax No.		
GST Registration No.		
Income Tax Reg. No.		
Sr. No.	Quoted Hardware/Software /Equipment/items/services	Supply Duration (in weeks/Months)
1		

**Note:** Please read carefully the whole document and provide all necessary details with proof of evidence.

\_\_\_\_\_  
BIDDER (Sign + Seal)

(Form is compulsory and must be carefully filled in original with technical proposal)

### FINANCIAL PROPOSAL FORM

Bidder's Profile				
Name				
Official Address				
Telephone(s) No.				
Official Fax No.				
GST Registration No.				
Income Tax Reg. No.				
No. of years in business				
Sr. No.	Hardware/Software /Equipment/items/services	Quantity	Unit Cost (Rs)	Total Cost (Rs)
<b>Total Cost in Pak Rupees</b>				
(in words. _____)				

**Note:** Earnest money will be equivalent to 2% of the total bid cost. Only Pay Order/Bank Draft for earnest money will be acceptable in favor of Procuring Agency.

\_\_\_\_\_  
BIDDER (Sign + Seal)

(Form is compulsory and must be carefully filled in original with financial proposal)

## GENERAL INFORMATION REQUIRED

The Bidder should also provide the following required information and placing this Form on top of the Technical Proposal. Relevant portions of the Technical Proposal should be referenced in this form.

1	Name of Bidder	
2	No. of Years in business in Pakistan	
3	No. of Offices locations in Pakistan	
4	Annual Turnover (Million Rs.)	
5	Value of projects in hand (details may be given)	
6	Year of Incorporation (Start of Operation)	
7	Status of the Bidder	
	Sole Proprietor	
	Partnership	
	Private Limited	
	Public Limited	
	Entity registered/incorporated outside Pakistan (if yes, give detail)	
	Other (please specify)	
8	Names of Owner / Partners / Chief Executive / Directors	
9	Details of Registered Head Office (address, phone, fax, email & website information)	

341

### BID SECURITY FORM

**WHEREAS** \_\_\_\_\_ (hereinafter called "**the Bidder**") has submitted its bid dated \_\_\_\_\_ for the purchase of "\_\_\_\_\_  
\_\_\_\_\_", (hereinafter called "**the Bid**").

**KNOW ALL MEN** by these presents that We \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of Country) having our registered office at \_\_\_\_\_ (address of Bank) hereinafter called "**the Bank**") are bound into the Procuring Agency (hereinafter called "**the Purchaser**") in the sum of \_\_\_\_\_, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

**THE CONDITIONS** of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to execute the Contract Form, when requested.

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 28 days beyond the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)

By \_\_\_\_\_  
(Title)

**Authorized Representative**

\_\_\_\_\_

**CONTRACT FORM**

(Final contract shall be with consent of both parties)

**CONTRACT AGREEMENT FOR THE  
PROCUREMENT OF TRANSPORT FOR  
SINDH POLICE.**

1. This contract agreement is made and entered into on \_\_\_\_\_, 2017, BY AND BETWEEN.
- a. Procuring Agency, hereinafter referred as Purchaser, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

**AND**

- b. \_\_\_\_\_  
having its registered office at hereinafter referred as supplier, which expression shall, unless repugnant to the context of meaning thereof, be deemed to include its successors and permitted assigns of the OTHER PART.

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. WHEREAS the Procuring Agency is entrusted with responsibility of procurement of item / articles during current financial year 2016-2017 as per description, with specification and quantity, given below.

S.NO.	DESCRIPTION OF ARTICLES WITH SPECIFICATION	QUANTITY/ NUMBER	Delivery
---	---	---	
---	---	---	
---	---	---	



- 4. AND WHEREAS, the Procuring Agency in accordance with The Public Procurement Rules, 2010 as adopted by Government of Sindh vide notification No. \_\_\_\_\_ dated: \_\_\_\_\_.
- 5. That M/s. \_\_\_\_\_ participated in the response of open tenders, floated by IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the item / articles described above; the Departmental Committee opened the financial bids in front of all bidders on \_\_\_\_\_.
- 6. That the rates offered by M/s. \_\_\_\_\_ for the item / articles as shown and given above, were found to be lowest offered in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of Departmental Committee, the ----- has accorded approval to place purchase/procurement order with M/s. \_\_\_\_\_ on terms and conditions specified below

**NOW THEREFORE PARTIES HEREBY AGREE AS FOLLOWS**

- i) That M/s. \_\_\_\_\_ shall supply products/items, articles described and specified along with quantity the above within \_\_\_\_\_ days from the date of signing of this agreement.
- ii) That all deliveries shall be made at \_\_\_\_\_, Sindh, between on working days only.
- iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any item/article or part thereof if it is not in accordance with approved sample and specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final. The no appeal or review will be permissible against the decision of inspection committee.
- iv) That the -----, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number items/articles accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.
- v) That all articles rejected shall be taken back and removed by the M/s. \_\_\_\_\_ and nothing shall become due or recoverable by the M/s. \_\_\_\_\_ in respect on account of items/articles so rejected.
- vi) That all articles accepted shall be paid for the ----- at the rate of specified below (FOR Destination) within financial year \_\_\_\_\_.

ITEM / ARTICLE	RATE PER UNIT

- vii) In case M/s. \_\_\_\_\_ make default, in the due performance of this agreement/contract in part or full, AIGP/MT Sindh shall be at liberty to impose and recover L.D. Charges not exceeding 0.025% per month thereof. The penalty shall be applicable only to the extent of items/articles supplied late.

- viii) The ----- shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the items/articles from the supplier.
  - ix) The ---- shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the time of such failure to the **M/s.** \_\_\_\_\_ by the said ----, whether by virtue of agreement or otherwise.
  - x) The IGP Sindh shall not be responsible for non-performance of this agreement due to change in law, rules and policy of the government as notified in official gazette from time to time.
  - xi) That all conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.
7. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.
8. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
9. If any term, conditions, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on such amendments, such invalid terms, condition or provision will be served from remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
10. This agreement may be amended only in writing signed by both the parties.
11. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

\_\_\_\_\_  
**AIGP/MOTOR TRANSPORT SINDH**  
On behalf of IGP, Sindh

\_\_\_\_\_  
**M/s** \_\_\_\_\_

**Witness:**

1) \_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

345

**PERFORMANCE GUARANTEE**

To: Procuring Agency,

**WHEREAS** (Name of the Contractor)

Hereinafter called "the Contractor" has undertaken, in pursuance of the bid for the purchase of hardware including " \_\_\_\_\_ ", dated \_\_\_\_\_ 201\_\_\_\_, (hereinafter called "the Contract").

**AND WHEREAS** we have agreed to give the Contractor a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total Sum of Rs.....10% of the total contract value (Amount of the guarantee), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums, within the limits of 10% of the total contract value (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 \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, or the warranty period.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Seal \_\_\_\_\_

\_\_\_\_\_

### INTEGRITY PACT

Declaration of fees, commission and brokerage etc. payable by the supplier of goods, services and works in contract worth Rs. 10.00 Million or more.

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer \_\_\_\_\_ Name of Seller/Supplier \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

[Seal]

[Seal]

### Manufacturer's Authorization Form

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

To: *[name of the Procuring agency]*

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

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

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

---

*[signature for and on behalf of Manufacturer]*

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



NO.SO(CTC) (SGA&CD)/(59)/2017

**GOVERNMENT OF SINDH  
SERVICES, GENERAL ADMINISTRATION &  
COORDINATION DEPARTMENT**

Karachi, dated the 08<sup>th</sup> June, 2017

**INVITATION FOR BIDS**

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

Bid Reference No.: \_\_\_\_\_

**1. Services, General Administration & Coordination**

**Department GoS (SGA&CD)** invites sealed tenders/bids on the prescribed proforma from interested firms registered with collection authorities to be purchased from Section Officer (CTC), SGA&CD @ Cost of Rs. 2000/- (Non-refundable) through pay order from the 1<sup>st</sup> day of publication of this notice upto 30<sup>th</sup> June 2017 for the Armoring of Two (2) Land Cruiser and Four (4) Toyota Fortuner 2017. The details given as under.

Sr#	DESCRIPTION	SPECIFICATION	QTY
1	Toyota Land Cruiser	BR-7 Bomb Proof Protection Level (VR10)	Two (02)
2	Toyota Fortuner-2017	BR-6 Protection Level (VR7)	Four (04)

2. The sealed envelopes containing the offer along-with brochure should be submitted up to 30<sup>th</sup> June 2017 upto 2.00 pm in the Committee Room, 2<sup>nd</sup> Floor SGA&CD, New Sindh Secretariat Building-I, Karachi. The Tender shall be opened at 03:00 pm, on the same day i.e. 30<sup>th</sup> June 2017 before the parties.

**TERMS AND CONDITIONS**

1. Interested bidders registered with Sales Tax & Income Tax Department can obtain the bidding documents from the addressed mentioned below or download from SPPRA website ([www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)) on payment of tender fee Rs.2000/- through pay order only in favour of procuring agency i.e., Section Officer (CTC), (SGA&CD) at 2<sup>nd</sup> Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta Turk Road, Karachi.
2. Bids are invited on single stage two envelopes process (Technical & Financial Proposals).
3. Financial proposal of bids found technically non-responsive by the Technical Committee shall be returned un-opened to the respective bidders.

Cont.. p/2



(02)

- 4. In case Government announces any public holiday on scheduled dates, the tender will be submitted and opened on the next working day as per usual schedule in accordance with rules Rule-41(3) of Sindh Public Procurement Rules, 2010 amended in 2013.
- 5. Performance Security shall be 10% of contract price.

6.

Place of issuance of Bids Documents & opening of bids	Section Officer (CTC) SGA&CD at 2 <sup>nd</sup> Floor Sindh Secretariat Building No.1, Shahrah-e-Kamal Atta Turk Road, Karachi
Bid security	5% of bid price (Pay Order) in the name of Section Officer (CTC) SGA&CD
Bid validity period	90 days.

- 7. Services, General Administration & Coordination Department, Government of Sindh reserves the right to reject any or all bids and enhance / reduce the quantity from the tender enquiry as per Sindh Public Procurement Rules 2010 (amended 2013).

**(Muhammad Aleem)**  
**Section Officer (CTC)**