

Fee Rs. 2,000/=

GOVERNMENT OF SINDH



TENDER DOCUMENTS

FOR

**PROCUREMENT OF
FIELD IMPLEMENTS**

**UNDER THE ADP SCHEME, "DEVELOPMENT AND PROMOTION OF
QUALITY SEED THROUGH PUBLIC PRIVATE PARTNERSHIP IN
SINDH"**

**DIRECTORATE GENERAL
AGRICULTURE RESEARCH SINDH, TANDOJAM
TEL. # 022-2765504-05, 2766275**

SECTION V. TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

TECHNICAL SPECIFICATIONS

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

Item wise detailed specification is given as under:

| Sr. No. | Description of Contract. | Qty required | Rate unit Rs. | Amount Rs. |
|----------|---|--------------|---------------|------------|
| 1(1)/1.3 | Field Implements: | | | |
| 1. | <u>Laser Land Leveling Equipment comprising the following items:</u> 1) Laser Transmitter Operating area minimum 400 m radius or 800 m diameter Leveling accuracy minimum +/- 0.5mm/10m, or 1/16" @ 100 ft , 10 arc seconds. Automatic self leveling range +/- 5 degree Slope provision available on both axes manually Uniform rotation at 360 degree with visible laser beam With rechargeable battery cells & charger, minimum 40 hours working after each charge. Operating temperature -20 to 50 degree C Environmentally controlled, shock resistant, dust proof With carrying case and operator manual | 13 | | |

Contd.....P/2.

| Sr. No. | Description of Contract. | Qty required | Rate unit Rs. | Amount Rs. |
|---------|---|--------------|---------------|------------|
| | <p>2) Control Box It accepts and processes signals from the receiver automatically. The Control Box displays these signals to indicate the blade s' relative position to grade and provides either manual operation or automatic control when interfaced with machines' hydraulic system. The Control Box provides Proportional Time Valve out put for driving the solenoid valve. Includes indicators to display five grade information i.e. high, near high, on grade, near low and low. Has power on/off control switch, auto/manual switch, & manual raise/lower switch. Power source 12 V-DC from tractor battery, with overload current protection fuse. And with mounting bracket.</p> <p>3) Receiver Laser Receiver will auto-detect five channels of grade information, high, near high, on grade, near low and low. Vertical sensing range 170 mm minimum, standard on grade dead band, 360-degree omni directional receiver. Environmentally controlled, lightweight enclosed housing, resists dust, moisture, rain and water. Power source 12 V-DC through Control Box. Operating temperature -20 to +60 degree Centigrade. Industry-standard CAN (SAE J1939) interface for reliable communication between components</p> <p>4) Power Mast Robust metallic telescoping electric mast for mounting laser receiver. Height when extended nine feet, with manual Raise/Lower switch in the operator cab. Operates with 12 VDC from tractor battery with mounting base.</p> <p>5) Level Eye Detector Light weight compact detector, with audio signal, LCD display, showing position of receiver relative to laser beam i.e. above grade, on grade, and below grade. Super bright LCD display, Operating temperature -27 to +50 degrees centigrade. Auto shut off if level does not detect the laser beam, for 30 minutes, Fully water proof, strong, lightweight, magnesium housing, can survive a 3-meter drop onto concrete. Sensitivity, fine 1.0 mm to coarse 6 mm, Disposable 1.5 X 2 battery.</p> <p>6) Telescopic grade rod (Mobo Rod) Metallic telescopic grade rod having two sides reading one for laser and other for dumpy level. Three stage folding rod with five-meter height</p> | | | |

| Sr. No. | Description of Contract. | Qty required | Rate unit Rs. | Amount Rs. |
|---------|--|--------------|---------------|------------|
| | <p>7) Cable Kit Make USA/Europe Military Spec. 5015, Following cables with connectors will be provided for fully automatic operation of the Laser Scraper: Control Box – Battery Control Box – Receiver Control Box – Solenoid Valve Electric Mast – Raise/Lower switch in the tractor cabin</p> <p>8) Tripod Metallic heavy duty, folding with elevating base capable of mounting the Transmitter above with fine height adjustment up-to 650 mm.</p> <p><u>LASER OPERATED SCRAPER</u> General Type Semi trailed Hitching Tow hook attached with tractor over PTO (Part of Tractor) Tractor Power Minimum 65 HP</p> <p>Requirement Tyres 4 Nos Size 6.50-14 Pneumatic (6-8PLY) Bearings 4 Nos tapered roller with grease housing 2 Nos, Size 7511 & 7509 or 32209 & 32211 OR equivalent with external dust cover seal. Parking Stand 1 Nos provided near two hook Soil Capacity 1.0 to 2.0 cubic meters</p> <p>Overall Dimensions Overall length 4150 to 4400 mm Overall height 1600-1800 mm approximately depending upon the height of electric mast. Overall width 2470 to 2500 mm Approx. weight. 900 to 1000 kg</p> <p>Material Specifications Bucket Body Made from 2440 X 700 X 7-8 mm M.S sheet. Bucket height 700-720 mm, reinforced at top with Z-type sheet made from 2440 X 380 X 7-8 mm sheet Side Walls (Internal) 02 Nos, 700X215X10 mm M.S. sheet welded to bucket body Side Walls (External) 02 Nos, 700X515X10 mm M.S. sheet bolted to internal side walls, Reinforced at front with 605X60 mm by L-Key bend. Adjustable Side Walls (Internal) 2Nos 500X125X10 mm MS sheet bolted with external side walls adjustable according to scraper angle.</p> | | | |

| Sr. No. | Description of Contract. | Qty required | Rate unit Rs. | Amount Rs. |
|---------|--|--------------|---------------|------------|
| | <p>Braces 02Nos. 570X50X7-8 mm MS flat.</p> <p>Cutting Edge Reversible double side edge 2430X150x16-18mm SAE 1045-1050</p> <p>Draw Bar</p> <p>Pipe 2030 mm long, 130 mm outer dia MS pipe of 5-6mm wall thickness. Pipe ends closed with 125X125X15-20mm MS plates</p> <p>Tong 02 Nos 230X100X15-16 mm MS plates reinforced with 02 Nos 360X60X12-13 mm M.S. plate</p> <p>Hook Forged steel 350-375 mm long hook outer dia 100-110 mm, inner hole 40-50 mm, pin dia 35-40 mm outer pipe dia 60 mm wall thickness 6 mm welded to 02 Nos M.S plates 200X80X8-9 mm.</p> <p>Diagonal Links</p> <p>Eyeball Screws 02 Nos left hand threads, 38 mm dia. 02, right hand threads, 38 mm dia.</p> <p>Pipe 02 Nos, 4-5 mm wall thickness, 1370-1500 mm long, outer dia 58-60 mm including eye ball and screw.</p> <p>Eye balls 04 Nos.</p> <p>Pins 04 Nos. 140 mm M.S round with safety pins.</p> <p>Links Brackets Upper plate welded to draw bar pipe 02 Nos. 145X100X15-16 mm M.S. (on pipe) lower plate 01 Nos 345X100X15-16 mm M.S with pin holes.</p> <p>Links Brackets 04 Nos welded to the bucket plate & side wall, 100X85X15-16 mm M.S (on bucket) plates with pin holes.</p> <p>Tow bar Coupling 02 Nos M.S plates welded to pipe 420X150X10mm</p> <p> Attachment 02 Nos M.S. plates welded to bucket body, 540X200X10 mm with adjustable tow bar height 02 Nos bolts 25-30 mm dia 02 Nos. reinforcement plates' 390X100 mm from lower side.01 Nos 200X200X6 mm MS pale welded at bucket base for reinforcement of above plate 02 Nos reinforcement plates' 670X100X10 mm at top</p> <p>Hydraulic Assembly</p> <p>Mast</p> <p>Foundation Inverted U-type 215X250X10 mm MS plate/channel adjustable Base for fixing Electric Mast.</p> <p>Hydraulic Jack Frame 02 Nos 800X85X18 mm MS flat L-Shaped or angle that makes right position of jack welded to bucket on Z-reinforcement sheet at center. 01 Nos bolt/pin 200 mm long, 28mm dia with spacer pipe. 02 Nos 200X85X18mm MS flat welded in line with above two pieces below z-re-enforcement sheet along bucket curve.</p> | | | |

| Sr. No. | Description of Contract. | Qty required | Rate unit Rs. | Amount Rs. |
|---------|---|--------------|---------------|------------|
| | <p>Hydraulic Jack 01 Nos 410 mm long, 90 mm outer dia, piston dia 40 mm double acting with two jack pins 140 mm and 190mm long 28-32 mm dia MS round.</p> <p>H-Frame Boxes 02 Nos 200X200X6-7 mm MS sheet, 750 mm long ends closed with 04 Nos 200X200X6-7 mm MS sheet 01 Nos box 200X200X6-7 mm MS sheet 800 mm long</p> <p>Coupling Assembly 02 Nos hooks eye ball type, 40 mm hole, outside dia 120 mm. 40 mm X 120 mm long MS. 02 Nos MS plates 200x40X40 mm welded at both ends of H-frame to fix the above hooks. 02 Nos pins, 40 mm dia, 145 mm long. 02 Nos of plates 200X120X25 mm MS plates be welded below Z-reinforcement present on bucket at two places to hold above 2 Nos hooks eye ball type, having 40 mm hole for fixing pins.</p> <p>Hydraulic Jack 02 Nos 200X80X15-16mm MS plates welded to H-frame reinforced at base with 170X170X6-7mm MS plate.</p> <p>Axel Attachment 02 Nos MS sheet 400X190mm plus a L-Key bend measuring 65mm welded to H-frame.</p> <p>Axle 01 Nos 2050X63X63 mm MS square/round bar with ends to mount 04 Nos bearings bolted to H-frame using 02 Nos 200X50X16 mm flates welded with axel.</p> <p>Hydraulic Hoses 2 Nos Hydraulic pipe minimum pressure 3500 PSI inner dia 12-13mm length 15 ft Suction/Delivery.</p> <p>Hydraulic Hoses 2 Nos Hydraulic pipe minimum pressure 3500 PSI inner dia 12-13mm length 04 feet.</p> <p>Solenoid Control Valve (Make Italy) Type Electric control spool type Compatibility For Hydraulic control of Laser Scraper Power Source 12V DC through Laser Control Panel Operating Pressure 500-3000 PSI (Maximum) Flow Control 1 in line Valve Paint Double coating after red oxide and surface finish</p> <p>Warranty: atleast 2 – 3 years Best Quality, High Standard Imported.</p> | | | |

Signature and Stamp of Bidder

SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

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

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

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

SCHEDULE OF REQUIREMENTS

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

Number Description Quantity Delivery schedule (shipment) in weeks/months from

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

The Deliver of Contract / Completion of Work, **No. DGAR/Tech-II/1(1)/2010-11 dated: 25.11.2010**, For the **Supply of Field Implements**, Must be completed in specified duration of time, the Deliver must be submitted up to 90 days after award of contract. The detail for services required is given in Technical Specification.

Signature and Stamp of Bidder

CHECK LIST / QUALIFICATION

| ITB 13.3 (d) | <i>Qualification requirements.</i> | Reply | Number / marks |
|---|--|-------|----------------|
| | i) Location of shop/ office/ Workshop/ Laboratory (Complete Address with, Phone, Fax, e-mail, Website address): | | |
| | ii) Registration: | | |
| | iii) Profile: Complete profile of Manufacturer, and Authorized Bidder/Manufacturer / authorized Dealer, authorized Distributor, Authorized Supplier. | | |
| | iv) Authority: The Bidder (The manufacturer / producer) or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier or Authorized Person, only can submit the bid. | | |
| | v) Tax Payer: The participating Bidder (The manufacturer / producer or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier) must be Govt. Taxes payer (income Tax , GST or any other tax if there is any) (Provide NTN, Fresh Registration Certificates) otherwise he will not be eligible to participate in bidding process. | | |
| | vi) Spare parts, and repair: The participating bidder will make available required spare parts, repair facilities & warranty of related item (Machinery, Equipment, implement etc. as per details given on Page No. 1 to 5 of the Document). | | |
| | vii) Delivery, Installation and Trainings: The bidder Will Supply/ Deliver the item on the Specified location, and will be responsible for Installation and Trainings (Local or abroad as required) | | |
| | viii) Experience/References: Experience in Related field, not less than 05 years. The Bidder must supply at least five references for Supply of the items and satisfactory Services and working Certificates / Letter from the procuring Agencies under Reference. | | |
| | ix) Services: The Bidder will provide Services (Service Free of Cost up to warranty period and services on payment after expiry of Warranty period up to life time Period of item, he offering). | | |
| | x) Financial Stability: The participating bidder must provide valid Bank statement showing financial stability (at-least balance of an amount more than the price of item(S) to be supplied), to deliver the contract. | | |
| <p><i>[Specify, for example, requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued. The following requirement may also be specified:</i></p> <p><i>“If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as no responsive.”]</i></p> | | | |

INSTRUCTIONS TO BIDDERS

1. Source of Funds

1.1 The Procuring agency has received provincial government funds from the source(s) in Pak Rupee towards the cost of the project /schemes **Development and Promotion of Quality seed through public private partnership in Sindh** specified 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.

i) The Contract resulting from this invitation shall be governed by the SPPRA rules 2009.

2.1 This Invitation for Bids is open to all Bidders/ suppliers / Service Providers 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.

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 SPPA Rules, 2009. "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied, (SPPRA 2009)

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.

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) Schedule of Requirements | (f) Technical Specifications |
| (g) Bid Form and Price Schedules | (h) Bid Security Form | (i) Contract Form |
| (j) Performance Security Form | (k) 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 as per SPPRA Rules, 2009.

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, and will be notified/ informed to all the Bidders in writing and reasonable time will be provided equally to all bidders for necessary amendments and the Procuring agency, at its discretion, may extend the deadline for the submission 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.

9. Documents Comprising the Bid:

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

- (a) a Bid Form, a Price Schedule and documentary evidence established/ completed and bid Security furnished in accordance with SPPRA.

10. Bid Form:

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, and specifications as per bid requirement.

11. Bid Prices:

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, including all the taxes, an adjustable price quotation will be treated as non responsive and will be rejected as per SPPRA Rules 2009.

12. Bid Currency:

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 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility (documentary evidence for Eligibility and Qualification) to bid and its qualifications to perform the contract if its bid is accepted. The Bidder should be manufacturer / Authorized Agent, Authorized Supplier, Authorized Dealer of the Manufacturer, with an authority/ Conformity for spare parts, repair and the Bidder meets the qualification criteria listed in the Bid Data Sheet.

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

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

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, with all the documentary proves, as per SPPRA, 2009, Clause 14.

15. Bid Security:

15.1-3 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security, Pak Rupees, with validity 30, days beyond the bid validity in the amount specified in the Bid Data Sheet, in the form of Bank Call – deposit, at a rate of 2.5 % of the Bid cost.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 (SPPRA) will be rejected by the Procuring agency as non responsive, 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.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security.

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, or (ii) to furnish performance security.

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. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive and further treated as per SPPRA Rules.

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 (if required), clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern, all the papers of bid shall be signed by Bidder or a person Authorized by him.

18. Sealing and Marking of Bids:

18.1 The Bidder shall seal the original (Technical and Financial proposal / bids) and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." And "**Technical Proposal**" and "**Financial Proposal**" in bold and Legible letter to avoid confusion. The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Director General, Agriculture Research Sindh, Tando jam, with the name of project, the invitation for Bid title, As per SPPRA Rules. The envelop must reach on date and time as per schedule, late received envelops will be returned back up opened.

The Envelop "Technical proposal" will be opened first, the envelop marked "Financial proposal" Will remain in custody of Procuring Agency with out being opened. And will be opened publicly, after technical evaluation (Financial Bid/ proposal of the bidders not successes in Technical Evaluation will be returned up unopened).

19. Deadline for Submission of Bids:

19.1 Bids must be received by the Procuring agency at the address specified under 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

20.1 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.

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:

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

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.

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 non-responsive. 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) Bidders 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) Availability Procuring agency of Spare parts and after – sale services.

Spare parts and after sales service facilities in the Procuring agency's country. The cost to the Procuring agency 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 form 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 Specifications.

(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 costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications. **or**

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. 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 the Bid Data Sheet or in the Technical Specifications.

(h) Other specific criteria.

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.

25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet. [In the Bid Data Sheet, choose from the range of] Evaluated price of the goods 60 to 90 Cost of common list spare parts 0 to 20, Technical features, and maintenance and operating costs 0 to 20, Availability of service and spare parts 0 to 20

Standardization 0 to 20 = Total 100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

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.

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:

28.1 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:

29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

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 SPPA, Act, 2009 and Rules made there under:

(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 any thing 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.

Certificate from Bidder:

I Certify that I am agreed with all terms and conditions and abide all Rules of SPPRA.

Signature & Stamp of Bidder

GENERAL CONDITIONS OF CONTRACT

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

2. Country of Origin:

Origin means the place where the goods were mined, grown, or produced, or from which the services are supplied.

3. Technical Specifications:

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

4. 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. Patent Rights:

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the 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.

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.

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 packages 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 re specified in SCC.

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

11. Insurance:

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

12. Transportation:

12.1 The Supplier is required under the Contract 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 on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged 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 any 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 blueprints, drawings, and specifications of the spare parts, if requested.

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:

17.1 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:

19.1 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:

20.1 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:

21.1 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.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

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.

22.3 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:

23.1 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) 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; **or**

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order 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:

26.1 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 Language:

29.1 The Contract shall be written in the language specified in SCC. 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.

30. Applicable Law:

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

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.

32. Taxes and Duties:

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency. Notes on the Instructions to Bidders This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement. Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter. These Instructions to Bidders will not be part of the contract.

Notes on the General Conditions of Contract

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

Certificate from Bidder:

I Certify that I am agreed with all terms and conditions and abide all Rules of SPPRA.

Signature & Stamp of Bidder

SPECIAL CONDITIONS OF CONTRACT

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

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

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| | <p>1. Definitions (GCC Clause 1) GCC 1.1 (g)—The Procuring agency is: Agriculture Research Sindh, Tandojam GCC 1.1 (h)—The Procuring agency’s country is: Tandojam, Sindh, Pakistan GCC 1.1 (i)—The Supplier is:Sample Provision GCC 1.1 (j)—The Project Site is: [if applicable] Tandojam.</p> | |
| | <p>2. Country of Origin (GCC Clause 3) All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement”.</p> | |
| | <p>3. Performance Security (GCC Clause 7) GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: [Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.] [The following provision should be used in the case of Goods having warranty obligations.] GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier’s warranty obligations in accordance with Clause GCC 15.2</p> | |
| | <p>4. Inspections and Tests (GCC Clause 8) GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: The inspection will be Conducted at site of Delivery/ installation, a Joint inspection will be conducted, after satisfaction, a Satisfactory Certificate for installation and Running of Machinery / Equipment and acceptance will be issued by the Department / end user.</p> | |
| | <p>5. Packing (GCC Clause 9) Sample provision GCC 9.3—The following SCC shall supplement GCC Clause 9.2 The Procuring Agency can demand for samples if and as and when required</p> | |
| | <p>6. Delivery and Documents (GCC Clause 10) Sample provision (DDP terms) GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency: (i) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods; (iii) copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer’s or Supplier’s warranty certificate; (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and (vii) certificate of origin.</p> | |
| | <p>7. Insurance (GCC Clause 11) GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.</p> | |

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| | <p>8. Incidental Services (GCC Clause 13) GCC 13.1—Incidental services to be provided are: [Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]</p> | |
| | <p>9. Spare Parts (GCC Clause 14) GCC 14.1—Additional spare parts requirements are: GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p> | |
| | <p>10. Warranty (GCC Clause 15) Sample provision GCC 15.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____). [The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).] GCC 15.4 & 15.5—The period for correction of defects in the warranty period is</p> | |
| | <p>11. Payment (GCC Clause 16) Sample provision GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied: Payment shall be made in Pak. Rupees in the following manner: (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring agency. (ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. (iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency Payment of local currency portion shall be made in [currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed. (iv) 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed. (v) Part payment on part supply may be allowed.</p> | |
| | <p>12. Prices (GCC Clause 17) Sample provision GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. [To be inserted only if price is subject to adjustment.]</p> | |
| | <p>13. Liquidated Damages (GCC Clause 23) GCC 23.1—Applicable rate: Maximum deduction: [Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]</p> | |

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| | <p>14. Resolution of Disputes (GCC Clause 28) GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows: In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency’s country.</p> | |
| | <p>15. Governing Language (GCC Clause 29) GCC 29.1—The Governing Language shall be: English</p> | |
| | <p>16. Applicable Law (GCC Clause 30) GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: The Employment of Children (ECA) Act 1991. The Bonded Labour System (Abolition) Act of 1992 The Factories Act 1934</p> | |
| | <p>17. Notices (GCC Clause 31) GCC 31.1—Procuring agency’s address for notice purposes: Deputy Director, Directorate General, Agriculture Research Sindh, Tandojam, Phone No. 022-2766275, Fax No. 022-2765504</p> <p>—Supplier’s address for notice purposes : </p> | |

Signature and Stamp of Bidder

BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB. [Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

| INTRODUCTION | | |
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| | Procuring Agency / Department | The Bidders reply |
| ITB 1.1 | Agriculture Research Sindh, Tandojam, Agriculture Department Government of Sindh. <i>(Name of Procuring Agency of Government of Sindh)</i> | |
| ITB 1.1 | Loan or credit or Project allocation number. Loan or credit or Project allocation amount. <i>[when applicable]</i> | |
| ITB 1.1 | <i>Name of Project:</i> Development & Promotion of Quality seed through public private partnership in Sindh. | |
| ITB 1.1 | <i>Name of Contract.</i> <ol style="list-style-type: none"> 1. Office Equipments 2. Field Machinery 3. Field Equipments 4. Laboratory Equipments 5. Furniture & Fixture Single package of their Bid in Two envelopes, One Technical Proposal Envelop, and second Financial proposal Envelop. <i>[For a Project requiring similar but separate items of equipment specified in the Schedule of Requirements, bids may be invited under alternative contract options, and the Bidder should be allowed, at its option, to bid for individual contracts or for a group of similar contracts (package). The basis for bid evaluation and contract award, by item or package, shall be specified herein.]</i> | |
| ITB 4.1 | <i>Name of Procuring Agency:</i> Agriculture Research Sindh, Tandojam, Agriculture Department, Government of Sindh. | |
| ITB 6.1 | Directorate General, Agriculture Research Sindh, Tandojam, Phone No. 022-2766275, Fax No. 022-2765504. <i>(Procuring agency's address, telephone, telex, and facsimile numbers.)</i> | |
| ITB 8.1 | <i>Language of the bid.</i> English. | |
| BID PRICE AND CURRENCY | | |
| ITB 11.2 | The price quoted shall be in Pak. Rupees. <i>[Specify whether price of incidental services, must be quoted in addition to delivered duty paid (DDP) price.]</i> <i>[The related provisions shall be reflected accordingly in SCC and Price Schedules.]</i> | |
| ITB 11.5 | Price should be fixed <i>The price shall be fixed, or The price shall be adjustable.</i> <i>[Delete the non applicable option.]</i> | |

PREPARATION AND SUBMISSION OF BIDS

| | Procuring Agency / Department | Reply of Bidder |
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| ITB 13.3 (d) | <p>Qualification requirements.</p> <p>(i) Location of shop/ office/ Workshop/ Laboratory (Complete Address with, Phone, Fax, e-mail, Website address): The participating Bidder (The manufacturer / producer/) or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier.</p> <p>(ii) Registration: The Bidder/Manufacturer / authorized Dealer, authorized Distributor, Authorized Supplier, Registration Certificate.</p> <p>(iii) Profile: Complete profile of Manufacturer, and authorized Bidder/ Manufacturer / authorized Dealer, authorized Distributor, Authorized Supplier.</p> <p>(iv) Authority: The Bidder (The manufacturer / producer) or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier or Authorized Person, only can submit the bid.</p> <p>(v) Tax Payer: The participating Bidder (The manufacturer / producer/) or his Authorized Dealer, Authorized Agent, Authorized Distributor, Authorized Supplier only can submit the bid, must be Registered, Tax payer (I.T and GST etc).</p> <p>(vi) Spare parts, and repair: The participating bidder, must assure for spare parts, Repair Facilities and Warranty of the item he is offering.</p> <p>(vii) Delivery, Installation and Trainings: The bidder Will Supply/ Deliver the item on the Specified location, and will be responsible for Installation and Trainings (Local or abroad as required)</p> <p>(viii) Experience in Related field, not less than 05 years.</p> <p>(ix) References: The Bidder must supply at least five references for Supply of the items and satisfactory Services and working Certificates / Letter from the procuring Agencies under Reference.</p> <p>(x) Services: The Bidder will provide Services (Service Free of Cost up to warranty period and services on payment after expiry of Warranty period up to life time Period of item, he offering).</p> <p>(xi) Financial Stability: Bank Statement showing financial Stability to deliver the contract.</p> <p><i>[Specify, for example, requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued. The following requirement may also be specified:</i> <i>"If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as nonresponsive."]</i></p> | |
| ITB 14.3 (b) | <p><i>Spare parts required for [number] of years of operation.</i></p> <p>Life time of Equipment / Machinery (Where applicable)</p> | |
| ITB 15.1 | <p>Amount of bid security. At a rate of 2.5% of Bid value.</p> <p><i>[For small value purchases, bid security is not essential and may be dispensed with. If so, reference to ITB Clause 15.1 should be retained followed by the words "not required." In all other cases, the amount may be expressed either as a fixed amount or as an amount not less than a specified percentage of the Bidder's bid price, preferably the former. Bid security shall normally be around two (2) percent and in no case shall exceed five (5) percent of the bid amount.]</i></p> | |

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| ITB 16.1 | Bid validity period. 03 months <i>[The period should be sufficient to permit completion of the evaluation, review of the recommended selection by the Procuring agency (if so required), the obtainment of approvals, and notification of award. Normally, the validity should be ninety (90) days, or shorter for simple goods (e.g., materials). A realistic period should be specified in order to avoid the need for extension.]</i> | |
| ITB 17.1 | Number of copies. One | |
| ITB 18.2 (a) | Address for bid submission. Office of the Deputy Director (Tech-II), Directorate General, Agriculture Research Sindh, Tandojam, Phone No. 022-2766275, Fax . 022-2765504. | |
| ITB 18.2 (b) | IFB title and number. No. DGAR(Tech-II)1(1)/2010-11 dated: 25.11.2010. | |
| ITB 19.1 | Deadline for bid submission. 25.11.2010 at 11.00 A.M. | |
| ITB 22.1 | Time, date, and place for bid opening. At 12:00 Noon, on 25.11.2010 at Committee Room Directorate General, Agriculture Research Sindh, Tandojam. <i>[The date should be the same as for bid submission specified under ITB 19.1 above, and the time should also be the same as specified under ITB 19.1, or immediately thereafter.]</i> | |

| BID EVALUATION | | |
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| | Procuring Agency / Department | Reply of Bidder |
| ITB 25.3 | Criteria for bid evaluation. Technical Evaluation: Qualification = 10 marks Technical Specification = 60 marks Country of origin = 20 marks (in case of country other than Pakistan, there will be no number of local Manufacturing and those number will be adjusted and counted in Technical Specification) Warranty = 10 marks. <i>[Select as appropriate from criteria listed in ITB Clause 25.3 (e.g., 25.3 (b) and (c)), and in the reference under ITB 25.4 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 25.4 (b) (i) and (c) (ii)).]</i> | |
| ITB 25.4 (a) ITB 25.4 (b) | One option only. One option only for one item, for other options separate Tender document must be purchased and submitted separately) Delivery schedule. 90 Days. <i>Relevant parameters in accordance with option selected:</i> | |
| Option (i) Option (ii) Option (iii) | <i>Only one option:</i> 0.5% of Bid value per week <i>adjustment expressed as a percentage, or</i> <i>adjustment expressed in an amount in the currency of bid evaluation,</i> <i>or</i> <i>adjustment expressed as a percentage</i> <i>[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be higher.]</i> | |
| ITB 25.4 (c) (ii) | Deviation in payment schedule. Annual interest rate. 5% | |

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| ITB 25.4 (d) | <p>Cost of spare parts.</p> <p><i>[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.]</i></p> | |
| ITB 25.4 (e) | <p><i>Spare parts and after sales service facilities in the Procuring agency's country. Up to life period of Machinery /Equipment.</i></p> <p><i>[Minimum service facilities and parts inventories or reference to the Technical Specifications.]</i></p> | |
| ITB 25.4 (f) | <p>Operating and maintenance costs.</p> <p><i>Factors for calculation of the life cycle cost:</i></p> <p>Comparison of Technical Specification, Bid data sheet and offer by the Bidder.</p> <p><i>(i) number of years for life cycle [it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];</i></p> <p><i>(ii) operating costs [e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i></p> <p><i>(iii) maintenance costs [e.g., spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs]; and</i></p> <p><i>(iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.</i></p> <p><i>or</i></p> <p><i>Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents.</i></p> <p><i>[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p> | |
| ITB 25.4 (g) | <p>Performance and productivity of equipment.</p> <p>_____ ?</p> <p><i>[Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p> | |
| ITB 25.4 (h) | <p>Details on the evaluation method or reference to the Technical Specifications.</p> <p>i) Single package with two envelopes System.</p> <p>ii) Initially the Envelop marked “Technical Proposal” will be opened publicly, in presence of the Bidders and representatives of bidder who choose to attend.</p> <p>iii) The Technical proposal will be evaluated by the Technical Committee as per SPPRA Rules.</p> <p>iv) The Envelop marked “Financial Proposal will retain in the custody of procuring Agency.</p> <p>v) The Financial Proposals will be opened after Technical Evaluation, of the Companies, Who will be found Technically responsive only. The financial Proposals of the Technically non responsive companies will be returned un opened to the Bidders.</p> <p>vi) The First, Three lowest Proposal of the Technically Responsive Companies will be considered for financial Evaluation.</p> <p>vii) All the information regarding Technical Proposal opening, Technically responsive or Non-Responsive companies (Found during evaluation) and financial Proposal opening will be communicated to all the Concerned and participating companies/ Bidders</p> | |

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| ITB 25.4 Alternative | <i>Specify the evaluation factors.</i> The Technically Qualified, financially lowest bid will be accepted. <i>[The method shall be used only when a more elaborate quantification is either impractical or unjustified due to the small value of the procurement.]</i> | |
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Signature and Stamp of Bidder

MANUFACTURER'S AUTHORIZATION FORM

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

To: [name of the Procuring agency]

WHEREAS M/S [name of the Manufacturer] who are established and reputable manufacturers of Field Implement (Laser Leveler) [name and/or description of the goods] having factories at [address of factory] do hereby authorize M/S [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. DGAR/Tech-II/1(1)/2010-11, dated: 25.11.2010 [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]

Signature of Agent / Dealer / Distributor, Supplier

Signature Attested.

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

PERFORMANCE SECURITY FORM

To:

[name of Procuring agency]

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 19____ to supply [description of goods and services] (hereinafter called "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

Signature & Seal

[name of bank or financial institution]

[address]

[date]