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# Sindh Agriculture University Tandojam



## **BIDDING DOCUMENT (GOODS)**

### **Single Stage-Two Envelope Procedure**

NIT No. PE-SAU-2022/ 90, Dated: 22/06/2022

**PROCUREMENT FOR SUPPLYING / INSTALLATION / COMMISSIONING OF AIR CONDITIONERS &  
GENERATOR AT SAU CAMPUS, UMERKOT**

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# **PART - ONE**

## SECTION-I

### **INSTRUCTION TO BIDDERS**

#### **A-INTRODUCTION**

ITB-1	Source of Funds:	1.1	The procuring agency received an approved project, from which the funds will be utilized.
ITB-2	Eligible Bidders:	2.1	This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules-2010 (Amended 2019) 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 that 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
ITB-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.
ITB-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 (SPP Rules 24 & 25).

## **B-BIDDING DOCUMENTS**

- |       |                                     |     |   |
|-------|-------------------------------------|-----|---|
| ITB-5 | Contents of Bidding Document:       | 5.1 | <p>The bidding document includes</p> <ul style="list-style-type: none"><li>Instructions to Bidders (ITB)</li><li>Bid Data Sheet</li><li>General Conditions of Contract (GCC)</li><li>Special Conditions of Contract (SCC)</li><li>Schedule-A (Schedule of Prices/Bill of Quantities BoQ)</li><li>Schedule-B (Schedule of Requirements)</li><li>Technical Specifications</li><li>Form of Bid Security</li><li>Form of Agreement</li><li>Form of Performance Security</li><li>Form of Manufacturer's Authorization</li></ul>  |
|       |                                     | 5.2 | <p>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 own risk and may result in the rejection of its bid.</p>   |
| ITB-6 | Clarification of Bidding Documents: | 6.1 | <p>An 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 five working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet (SPP Rule 23.1). 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.</p> |
| ITB-7 | Amendment of Bidding Documents:     | 7.1 | <p>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.</p>   |
|       |                                     | 7.2 | <p>All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.</p>  |
|       |                                     | 7.3 | <p>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.</p>  |

## **C-PREPARATION OF BIDS**

- |       |                  |     |  |
|-------|------------------|-----|--|
| ITB-8 | Language of Bid: | 8.1 | <p>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</p> |
|-------|------------------|-----|--|

in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

ITB-9	Documents Comprising the Bid:	9.1	The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"><li>(a) Covering Letter</li><li>(b) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12,</li><li>(c) 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,</li><li>(d) 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</li><li>(e) bid security furnished in accordance with ITB Clause 15.</li></ul>
ITB-10	Bid Form:	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
ITB-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 relevant 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.
ITB-12	Bid Currencies:	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
ITB-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.
- ITB-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.
- 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 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.

- ITB-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.
- 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.
- 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 thirty (30) days beyond the validity of the bid; or
  - (b) irrevocable 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 bidder's 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.
  - (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.
- ITB-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.

- ITB-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**

- ITB-18     Sealing and Marking of Bids:
- 18.1     The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 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.
- ITB-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.

ITB-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.
ITB-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 no 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**

ITB-22	Opening of Bids by the Procuring agency :	22.1	The Procuring agency will open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidder's representatives who are present shall sign a register evidencing their attendance.
		22.2	The bidder's 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.
ITB-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.

- |        |                                    |  |
|--------|------------------------------------|--|
| ITB-24 | Preliminary Examination:           | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| ITB-25 | Evaluation and Comparison of Bids: | <p>25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.</p> <p>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.</p> <p>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</p> <ul style="list-style-type: none"> <li>(a) incidental costs</li> <li>(b) delivery schedule offered in the bid</li> <li>(c) deviations in payment schedule from that specified in the Special Conditions of Contract</li> <li>(d) the cost of components, mandatory spare parts, and service</li> <li>(e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid</li> <li>(f) the projected operating and maintenance costs during the life of the equipment</li> </ul>  |

- (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.

(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.

(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) 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) 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.

- |        |                                 |      |  |
|--------|---------------------------------|------|--|
| ITB-26 | Alternative:                    | 26.1 | <p>Merit Point System:<br/>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.</p> <p>The bid scoring the highest number of points will be deemed to be the lowest evaluated bid</p> |
| ITB-27 | Contacting the Procuring agency | 27.1 | <p>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.</p>   |
|        |                                 | 27.2 | <p>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</p>  |

**F- AWARD OF CONTRACT**

- |        |                     |      |  |
|--------|---------------------|------|--|
| ITB-28 | Post-qualification: | 28.1 | <p>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.</p>   |
|        |                     | 28.2 | <p>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.</p> |
|        |                     | 28.3 | <p>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.</p>            |



ITB-29	Award Criteria:	29.1	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.
ITB-30	Procuring agency's Right to Vary Quantities at Time of Award:	30.1	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.
ITB-31	Procuring agency's Right to Accept any Bid and to Reject any or All Bids:	31.1	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.
ITB-32	Notification of Award:	32.1	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.
		32.2	The notification of award will constitute the formation of the Contract.
		32.3	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.
ITB-33	Signing of Contract:	33.1	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.
		33.2	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.
ITB-34	Performance Security:	34.1	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.
		34.2	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.

ITB-35 Corrupt or  
Fraudulent  
Practices:

- 35.1 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 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 anything of value to influence the action of a public official in the procurement process or in contract execution, and
    - (iii) "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.
- 35.2 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.

SECTION-II

**GENERAL CONDITIONS OF CONTRACT**

- GCC-1 Definitions: 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered 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" mean 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.
  - (k) "Day" means calendar day.
- GCC-2 Application: 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- GCC-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 Services 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.
- GCC-4 Standards: 4.1 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.
- GCC-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 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.
- GCC-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.
- GCC-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.
- GCC-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.
- GCC-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.
- GCC-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.
- GCC-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.
- GCC-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.
- GCC-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) 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
  - (d) 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.
  - (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.
- GCC-14 Separate 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.

GCC-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.
- 15.6 The provisions of this clause include all the expenses that the bidder may have to incur for delivery and installation of such replacement parts, material and equipment as are needed for satisfactory operation of goods at all the consignees ends.
- 15.7 During the period of warranty, the bidder shall remedy, at his/her expense all defects in design, material and workmanship that may develop or are revealed under normal use of goods upon receiving writing notice from the Procuring Agency; the notice shall indicate in what respect the goods are faulty.

- 15.8 The bidder shall provide warranty/guarantee for supply of reagents, kits and chemicals, consumables, films, and ancillaries for at least 10 years (where applicable).
- 15.9 The bidder shall remain responsible for providing after sale services even after expiry of warranty/guarantee period and sign a Service Contract i/c parts with Procuring Agency for 05 years (minimum). Bidder shall separately quote the price of service contract (in terms of percentage) inclusive of parts and without parts, separately.
- 15.10 In case of consumable items, reagents, kits, chemicals, films etc. the contractor shall remain responsible for specificity, efficacy & sensitivity with maximum period of expiry as much allowed by manufacturer.
- 15.11 The Procuring Agency shall promptly notify the bidder in writing of any claims arising out of this warranty.
- 15.12 The bidder shall be responsible to ensure the 90% uptime of the machinery/equipment during the warranty period.
- GCC-16 Payments:
- 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 shall be in Pak. Rupees.
- GCC-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.
- GCC-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 and 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 days from the date of the Supplier's receipt of the Procuring agency's change order.

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|--------|--------------------------------------|------|---|
| GCC-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.   |
| GCC-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.   |
| GCC-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.   |
| GCC-22 | Delay 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.  |
| GCC-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. |

- GCC-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. or
  - (c) If the Supplier, in the judgement of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

"Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of 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.

- GCC-25 Force Majeure: 25.1 Notwithstanding the 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, was 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 conditions 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 seek all reasonable alternative means for performance not prevented by the Force Majeure event.

GCC-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 occurred or will accrue thereafter to the Procuring Agency.
GCC-27	Termination for convenience:	27.1	<p>The Procuring agency, by written notice sent to the Supplier, may terminate the for-Convenience 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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(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.</li> </ul>
GCC-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.
GCC-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.
GCC-30	Applicable Law:	30.1	The contract shall be interrupted in accordance with the laws of the Procuring agency's country (Islamic republic of Pakistan), unless otherwise specified in SCC.
GCC-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.

- GCC-32 Taxes and Duties:
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
  - 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 in case of Delivered Duty Paid (DDP) basis..

# PART - TWO

## SECTION-I

### INVITATION FOR BIDS



## SINDH AGRICULTURE UNIVERSITY TANDO JAM

No. PE-SAU-2022/90

Dated: 22/06/2022

### NOTICE INVITING TENDER

Sealed tenders are invited as per SPPRA Rules 2010 (Amended 2019) from eligible Contractors / Manufacturers / Authorized Dealers / Distributors /Suppliers who are registered with Income Tax and GST departments for the below mentioned works:

S. #	Tender Name of work	Tender Schedule-Date & Time				Bid Security
		Issue / Sale		Submission Date	Opening Date	
		From	To			
<b><u>A-Rehabilitation works (Civil works)</u></b>						
1 .	Repair/Renovation of Academic Block at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
2 .	Repair/Renovation of Administration Block at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
3 .	Repair/Renovation of PVC House, Rest House and Residentials Type-I & Type II at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
4 .	Repair/Renovation of Hostel Block at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
5 .	External Development Works at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
<b><u>B-Procurement of Furniture</u></b>						
6 .	Procurement for Supplying/Fixing Office Furniture at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
7 .	Procurement for Supplying/Fixing PVC House & Guest House Furniture at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
8 .	Procurement for Supplying/Fixing Faculty Hostel Furniture at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
9 .	Procurement for Supplying/Fixing Boys Hostel Furniture at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
<b><u>C-Air Conditioners &amp; Generator</u></b>						
10 -	Procurement for Supplying / Installation / Commissioning of Air Conditioners & Generator at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
<b><u>D-Solar Power Generation system</u></b>						
11 -	Procurement for Supplying / Installation / Commissioning of 50 kw of Solar Power Generation System at SAU Campus Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price

#### Eligibility for S. No. 01 to 05:

Valid Registration with Pakistan Engineering Council in Category C-4 or above and discipline CE-09, CE-10, EE-04 and EE-06 and valid registration with related Tax Authorities and valid Electrical Inspectors License

- Eligibility for S. No. 06 to 09:** Dedicated Furniture workshop and valid registration of Professional Tax with related Tax Authorities and valid Electrical Inspectors License.
- Eligibility for S. No. 10:** Valid registration of Professional Tax with related Tax Authorities, valid Electrical Inspectors License, and authority dealership certificate.
- Eligibility for S. No. 11:** Valid authority dealership certificate.

**Qualification:**

- i. List of similar assignments along with cost undertaken over past 05 years and performance certificate issued by the procuring agency.
- ii. Detail of office, equipment and machines/transport owned/leased/hired by firm/bidders.
- iii. Financial Statement and Income Tax Return for last 05 years supported by audit reports.
- iv. Registration with Income Tax Department (NTN Certificate) and Active status with FBR.
- v. Registration Certificate of Sindh Revenue Board, Govt. of Sindh.
- vi. Undertaking on Affidavit that the firm is not involved in any litigation and blacklisted in any department.

**Method of Procurement:** (Single Stage-Two Envelope Procedure)

**Bidding/Tender Documents:**

**Issuance:** Complete set of Bidding Documents can be obtained on payment of a Tender Fee of Rs. 3,000/- cash or in the shape of Pay Order/Demand Draft (Non-Refundable) in favor of Sindh Agriculture University, Tandojam on any working day during office hours from date of publication up to end date of sale or can be downloaded from SPPRA website i.e. [www.ppms.pprasinhd.gov.pk](http://www.ppms.pprasinhd.gov.pk) or also from university website i.e. [www.sau.edu.pk](http://www.sau.edu.pk).

**Submission:** Bids completed in all respects in sealed envelopes mentioning the name of work and marked as “**Technical / Financial**” must be submitted on or before 14/07/2022 up to 11.00 a.m. and must be accompanied by a Bid Security of 5% of Bid Price in the shape of Pay Order / Demand Draft in the favor of Sindh Agriculture University, Tandojam.

**Opening:** The Technical & Financial proposals will be opened on the same day i.e. 14/07/2022 at 11.00 a.m. in presence of bidders who wish to attend. The financial bid of qualified bidder shall be opened/accepted, who have compiled the bidding requirements.

**Place of Issuance, Submission, Inquiries & Opening:** Office of the Project Engineer/Focal Person SAU Campus, Umerkot at Project wing, SAU Tandojam.

**Telephone Number & Email Address:** 0222950620, [ahsanchanna28@gmail.com](mailto:ahsanchanna28@gmail.com)

**Terms & Conditions:** Under the following conditions, Bid will be rejected.

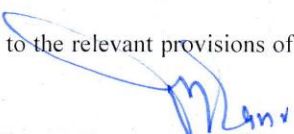
- i. Conditional and telegraphic Bids/Tenders.
- ii. Bids not accompanied by Bid Security of required amount and form.
- iii. Bids received after specified Date and Time.
- iv. Bids submitted by Blacklisted Firms.
- v. Incomplete Bids as per instructions given in Bidding Documents.

**Note:**

- i. Maximum Two (02) contracts will be awarded to a single bidder and his further bids will not be opened for award of subsequent works.

**Bid validity period:** Ninety (90) days.

Procuring Agency reserves the rights to reject any or all bids subject to the relevant provisions of Public Procurement Rules (PPRA) 2004.

  
Project Engineer / Focal Person  
SAU Campus, Umerkot

SECTION-II  
**BID DATA SHEET**

- ITB-1.1 Name of Procuring agency : Sindh Agriculture University Tandojam.
- ITB-1.1 Name of Project / Scheme / Department / Institute : Establishment of SAU Campus at Umerkot & Additional Infrastructure at SAU Tandojam.
- ITB-1.1 Name of Contract : Procurement for Supplying / Installation / Commissioning of Air Conditioners & Generator at SAU Campus, Umerkot
- ITB-6.1 Address of Procuring Agency : Office of the Project Engineer/Focal Person  
 SAU Campus, Umerkot at Project Wing, SAU Tandojam.  
 PTCL # 0222950620  
 Email: ahsanchanna28@gmail.com
- ITB-8.1 Language of Bid : English
- ITB-11.2 Bid Prices : The price quoted shall be in Pakistani Rupee for the Goods offered within the Procuring Agency's country on delivered paid price (DDP).
- ITB-11.4 Bid Prices : The price shall be fixed during the contract period.
- ITB-12.1 Bid Currencies : The price quoted shall be in Pakistani Rupee on delivered duty paid (DDP) basis.
- ITB-13.3 Preparation and Submission of Bids :

S. #	Qualification Criteria	Requirement
1.	Valid registration of Professional Tax with related Tax Authorities, valid Electrical Inspectors License, and authority dealership certificate.	Mandatory
2.	Catalogue / Brochure /Technical Data Sheet (having complete technical specifications of the offered Goods)	Mandatory
3.	Complete Bidding Document duly signed and stamped on its each/every page as acceptance of all terms and conditions.	Mandatory
4.	Compliance to the Technical Specifications	Mandatory
5.	Compliance to bid validity period.	Mandatory
6.	Compliance to payment terms and conditions.	Mandatory
7.	Compliance to delivery schedule.	Mandatory
8.	Copy of CNIC of signatory of the Bid Forms.	Mandatory
9.	Valid Professional Tax Registration with Active Taxpayer Status.	Mandatory
10.	Valid General Sales Tax (GST-FBR) Registration with Active Taxpayer Status on FBR website	Mandatory

11.	Valid Income Tax (FBR) Registration with Active Taxpayer Status on FBR website.	Mandatory
12.	Original Tender Purchase Receipt / Pay Order of Tender Fee	Mandatory
13.	Bid Security shall be inserted in the Bid Document.	Mandatory
14.	The Bid Form and Price Schedule shall be inserted in the Bid Document.	Mandatory
15.	List of similar assignments along with cost undertaken over past 05 years and performance certificate issued by the procuring agency.	Mandatory
16.	Bank statement of OFFICIAL/DECLARED ACCOUNT in FBR for last (05) years showing annual turnover greater than 10.00 M per year.	Mandatory
17.	Affidavit on stamp paper of Rs. 100/- duly notarized to the effect that: i- The bidder is neither blacklisted nor suspended by any National/International, including Provincial and Federal Government. ii- Any director or owner of the bidding company is not awarded any punishment from any Court of Law.  Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged/engineered/fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.	Mandatory
18.	Company profile of the Bidder.	Mandatory

- ITB-15.1 Amount of Bid Security : 05% of the total bid price  
Amount of Performance Security / Security Deposit : 05%  
Percentage if any, to be deducted from bill : All Taxes  
Liquidity damages : (0.05% of Bid cost)  
Stamp duty : 0.35% or notified by the Govt. of Sindh, will be paid by Successful bidder as stamp duty.
- ITB-16.1 Period of Bid Validity : 90 days
- ITB-19.1 Deadline of submission of Bids along with time : Date: 14/07/2022  
Time: 11.00 a.m.  
Bidders do not have the option of submitting their bids electronically  
Unsealed bids will not be entertained / received.
- ITB-22.1 Venue, Date & Time of Bid opening : Office of the Project Engineer/Focal Person  
SAU Campus, Umerkot at Project Wing, SAU Tandojam.  
Date: 14 July 2022  
Time: 11.30 a.m.
- ITB-24 Time for completion from written order of commence : Delivery should be made within 03-months after the award of contract.
- ITB 25.3 Evaluation and Comparison of Bids: : Criteria for bid evaluation



- i- The bids not responsive to the MANDATORY QUALIFICATION CRITERIA provided will not be considered.
- ii- Conditional or Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, Bids received after specific date and time and Bids of Blacklisted firms will be treated as rejected/non-responsive.
- iii- The Bids will be evaluated and compared on ITEMIZED BASIS.

**SPECIAL CONDITIONS OF CONTRACT**

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

1. Definitions (GCC Clause-1)
  - GCC 1.1-(g): The Procuring agency is: **Sindh, Agriculture University, Tandojam**
  - GCC 1.1-(h): The Procuring agency's country is: **Islamic Republic of Pakistan**
  - GCC 1.1-(i): The Supplier is: \_\_\_\_\_  
[Name and Address of Bidder]
2. Country of Origin (GCC Clause-3): As per BoQ
3. Performance Security (GCC Clause-7)
  - GCC 7.1: The amount of Performance Security/Security Deposit, as a percentage of the Contract Price, shall be: **05%** of the Contract Price in favor of **Sindh Agriculture University Tandojam.**
4. Inspections and Tests (GCC Clause-8)
  - GCC 7.4: Goods shown in the BoQ shall be supplied strictly in accordance with approved quality, brand and measurement.  
In case of unsatisfactory supplies/services in any manner including quality & quantity and timeline, the bid security/earnest money will be forfeited, and contract will be partially/fully cancelled which may lead to blacklisting of firm.
5. Packing (GCC Clause-9)
  - Standard packing or as described in specification
6. Delivery and Documents (GCC Clause-10)
  - Delivery schedule: Delivery should be made within **03 months** if the contract is awarded. Else Penalty will be charged as per Rules
  - The Supplier shall mail the following documents to the Procuring agency at the time delivery:
    - i. Copy/s of the Bill/GST invoice showing Good's description, quantity, unit price, and total amount
    - ii. Manufacturers or Supplier's warranty certificate: (if Applicable)
    - iii. Inspection certificate, issued by the nominated inspection agency, and the
    - iv. Supplier's factory inspection report, (if Applicable)
7. Insurance (GCC Clause-11): NA
8. Incidental Services (GCC Clause-13): NA
9. Spare Parts (GCC Clause-14): NA
10. Warranty (GCC Clause-15): As per BoQ
11. Payment (GCC Clause-16):
  - Payment for Goods supplied: Payment shall be made in Pak. Rupees in the following manner:
    - i. Advance Payment: NA.
    - 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 Pakistani Rupee 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.

12. Prices (GCC Clause-17): NA

13. Liquidated Damages (GCC Clause-23)

GCC 23.1: Applicable rate:

Maximum deduction: 0.05% of Estimated Cost or Bid Cost.

14. Resolution of Disputes (GCC Clause 27):

GCC 27.3: The dispute resolution mechanism to be applied pursuant to GCC Clause 27.2 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.

15. Governing Language (GCC Clause-28):

GCC 28.1: The Governing Language shall be: English

16. Applicable Law (GCC Clause-30)

GCC 29.1: 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 Labor System (Abolition) Act of 1992

The Factories Act 1934

17. Notices: Procuring agency's address for notice purposes:

Office of the Project Engineer/Focal Person

SAU Campus, Umerkot at Project Wing, SAU Tandojam.

PTCL # 0222950620

Email: [ahsanchanna28@gmail.com](mailto:ahsanchanna28@gmail.com)

Supplier's address for notice purposes:

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Stamp: \_\_\_\_\_

## **TERMS & CONDITIONS (SUMMARIZE)**

The bid documents will be submitted in Single Stage-Two Envelope.

Supplier is bound to provide all the material required for fixing/installation and make sure material/equipment to be supplied and fixed/installed with all essential/optional accessories, spare parts, operational manuals and catalogues.

After sales service during warranty period as and when required shall be provided.

Dealers will have to quote their rates against each item sequence wise on the official format of tender document with all Governmental Taxes.

Dealers will have to produce call deposit, Bid Security **05%** of the offered bid in shape of Pay Order' Bank Draft in the name of Project Director, Sindh Agriculture University Tandojam, if failure the tender document will not be entertained.

All applicable governmental taxes will be deducted from the bill as per Government approved rates.

Quantity of any item can be reduced/increased as per SPPRA rule (Amended-2019) Incomplete, or conditional tenders will not be accepted.

All sealed tenders shall be opened in the presence of bidders or their authorized representatives' nominee who wish to be present.

The successful bidder has to sign the integrity pact as per SPPRA rules 89 the sample is attached (Amended 2019)

Successful Bidders will have to submit the contract agreements on stamp paper of Rs.100.00 (Rupees: One Hundred Only) by pasting stamp duties for value of Rs 3.5 on per thousand (PKRs1000) and must be signed & stamp by Oath Commissioner as notified by the Govt. of Sindh.

All Bidder should submit the following prerequisite documents in provided SAMPLE FORM as stated in Part (03) section:

Eligibility Criteria (Sample Attached)

Schedule of Requirement (Sample attached)

Bid Declaration (Sample attached)

Performance Security (Sample attached)

Client List (Sample attached)

Successful Bidder should submit the following prerequisite documents in provided sample form as stated in Part (03) section

Letter of Acceptance (Sample attached)

Form of Manufacturer's Authorization (Sample attached)

Form of Agreement (Sample attached)

Form of Integrity Pact (Sample attached)

The University authorities (Procuring agency) may reject all or any bids subject to the relevant provisions of SPPRA Rules.

**Schedule-B**

**Procurement for Supplying/Installation/Commissioning of Air Conditioners & Generator  
SAU Campus, Umerkot.**

S.No.	Quantity	Description of Item	Unit	Rate	Amount
1	22 Nos.	<b>Air Conditioner</b> Supplying/Installation/Commissioning of wall mounted type Split type AC units with refrigerant piping, insulation, refrigerant charge, thermostat, controls, mounting brackets etc complete in all respects. (Note: Extra gas charging for refrigerant piping more than 20 ft shall be incorporated in the quoted rates) 1.0 Ton (wall mounted)	Each		
2	2 Nos.	<b>Generator 15 KVA</b> Supplying / Installation / Commissioning of Generator Set of (CATERPILLER / CUMMINS / SEIMENS or equivalent) Made in UK, USA, Germany, Japan or Equivalent as per following specifications.  Starting System: Electric starter 12-V DC. Type: Self exciting, 4-pole, Brushless, Field rotating type. Voltage Regulating System: AVR Phase: Three Frequency: 50 Hz Rated Output Continuous 10-12 KVA Rated Voltage: Three Phase-380/440 V, Single Phase 220/230 V. ISO 9001 certified. <u>ACCESSORIES</u> Voltmeter Ampere Meter Frequency Meter Hour Meter Warning Lights, Indicator Lights (4-conditions) Output Terminals ATS (25 Amp.) Fuel Tank Busbar (DB) Cable 25 mm (50 meter) Canopy (Sound Proof) Change over switches Tools etc. complete	Each	2.598	5.196
				<b>Total Rs.</b>	

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Stamp: \_\_\_\_\_

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

## **PART - THREE**

### **SAMPLE FORMS**

(Sample Form)

### **ELIGIBILITY CRITERIA / CHECK LIST**

Name of contractor: \_\_\_\_\_

S. No.	Particulars	Tick	Remarks
1.	Valid registration of Professional Tax with related Tax Authorities, valid Electrical Inspectors License, and authority dealership certificate.		
2.	Catalogue / Brochure /Technical Data Sheet (having complete technical specifications of the offered Goods)		
3.	Complete Bidding Document duly signed and stamped on its each/every page as acceptance of all terms and conditions.		
4.	Compliance to the Technical Specifications		
5.	Compliance to bid validity period.		
6.	Compliance to payment terms and conditions.		
7.	Compliance to delivery schedule.		
8.	Copy of CNIC of signatory of the Bid Forms.		
9.	Valid Professional Tax Registration with Active Taxpayer Status.		
10.	Valid General Sales Tax (GST-FBR) Registration with Active Taxpayer Status on FBR website		
11.	Valid Income Tax (FBR) Registration with Active Taxpayer Status on FBR website.		
12.	Original Tender Purchase Receipt / Pay Order of Tender Fee		
13.	Bid Security shall be inserted in the Bid Document.		
14.	The Bid Form and Price Schedule shall be inserted in the Bid Document.		
15.	List of similar assignments along with cost undertaken over past 05 years and performance certificate issued by the procuring agency.		
16.	Bank statement of OFFICIAL/DECLARED ACCOUNT in FBR for last (05) years showing annual turnover greater than 10.00 M per year.		
17.	Undertaking on Affidavit that the firm is not involved in any litigation and blacklisted in any department.		
18.	Company profile of the Bidder.		

(Sample Form)

**SCHEDULE OF REQUIREMENTS**

<b>S.No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Delivery time after issuance of Award of work</b>	<b>Location of Supply</b>
1.	As specified in this bidding documents		Preferably within 03 months	At SAU Campus, Umerkot

**Note: Specifications of above items are attached**

(Sample Form)

**BID DECLARATION FORM**

1. Name of Firm: \_\_\_\_\_
2. CNIC #: \_\_\_\_\_  
(Please attach Copy of CNIC)
3. NTN #: \_\_\_\_\_  
(Please attach Copy of NTN Certificate)
4. GST #: \_\_\_\_\_  
(Please attach Copy of GST Certificate)
5. Value of Earnest Money Rs. \_\_\_\_\_, DD/PO #: \_\_\_\_\_  
(Inwards) \_\_\_\_\_, Bank: \_\_\_\_\_
6. Contact Person: \_\_\_\_\_
7. Postal Address: \_\_\_\_\_
8. Email address: \_\_\_\_\_
9. Telephone (PTCL): \_\_\_\_\_, Cell Phone: \_\_\_\_\_  
Compulsory

**Declaration:**

I certify that, to the best of my knowledge and belief, all of the information on and attached is true, correct, complete and made in good faith. I understand that false or fraudulent information on or attached to this form may be grounds for not entertaining my bid, or for cancellation after bid acceptance, and may be punishable by fine or imprisonment according to law of Pakistan. I understand that any information I voluntarily provide on or attached to this bid may be investigated. Moreover, I hereby declare the all the terms and conditions of the bidding document are accepted.

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Stamp: \_\_\_\_\_

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



(Sample Form)

**FORM OF BID SECURITY**

(Bank Guarantee)

WHEREAS \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted his Bid dated \_\_\_\_\_ for the work of \_\_\_\_\_ (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that We \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter) called “the Bank”) are bound unto the **Sindh Agriculture University Tando Jam** (hereinafter called “Procuring Agency”) in the sum of Rs. \_\_\_\_\_ Million (Rs. \_\_\_\_\_ Million) or an equivalent amount in a freely convertible currency for which payment, well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CONDITIONS of this obligation are:

- 1) If the Bidder withdraws his Tender during the period of tender validity specified in the Form of Bid; or
- 2) If the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 29.2 of the Instructions to Bidders; or
- 3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity
  - a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required, or
  - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date one hundred and forty-eight (148) days after the deadline for submission of tenders as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE: \_\_\_\_\_, SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_  
(Signature, Name, and Address)

(Sample Form)

## **FORM OF CONTRACT AGREEMENT**

(On the appropriate value non-judicial stamp paper of the Government of Pakistan)

### **Agreement**

This agreement is made on this \_\_\_\_\_ 2022, in between the Sindh Agriculture University Tandojam and M/s \_\_\_\_\_ second party (hereinafter called the company) for the supply of Furniture/Fixtures, Equipment/Appliances, Computer accessories/Internet Facilities, Generators etc. required for use at Sindh Agriculture University Tandojam from the PC-1 "Up-gradation of Academic Facilities at Sindh Agriculture University Tandojam (Sheet attached). The terms and conditions of the agreement will be as under:

#### **Terms and Conditions**

1. Furniture/Fixtures, Equipment/Appliances, Computer accessories/Internet Facilities, Generators shall be supplied in original factory packing. In case the item(s) supplied is/are not according to the specification, payment shall be withheld until the same is/are replaced with the item of required specification.
2. The warranty period shall be clearly described with details of the facilities to be provided. The articles/components/equipment/appliances being supplied shall be assembled, installed, configured, checked, and verified in the university at the risk and cost of supplier.
3. Earnest money deposited by the bidder shall be released after three months of complete supply of the equipment, its installation and issue of satisfactory certificate by the concerned in this regard.
4. Furniture/Fixtures, Equipment/Appliances, Computer accessories/Internet Facilities, Generators etc. must be supplied according to the approved specifications failing which the same shall be rejected and returned to the supplier at his risk and cost within 30-days. In case of delay in supply with due date penalty of 5% per week will be imposed.
5. All Government taxes as applicable will be deducted from Bills.
6. The delivery and installation of articles as mentioned in the schedule-B will be made at Sindh Agriculture University Tandojam.
7. Suppliers shall be provided guarantee for the following:
  - (i) Warranty Period
  - (ii) Ensure availability of accessories of the model for at least 10-years.
  - (iii) Equipment/appliance supplied will be completed in all respects and will be supplied all spares and essential accessories.
  - (iv) Equipment/appliances supplied shall be of international standard.
  - (v) Supply original catalogues, operational manuals and complete list of accessories being supplied with the equipment/appliances.
  - (vi) Supplier will be responsible for installation operation of the equipment and training of the staff of University at Sindh Agriculture University Tandojam.
  - (vii) After sales service during warranty period as and when required shall be provided.
8. Draft agreement specifying the above terms and conditions to be entered in the University and the supply is/are to be furnished

Signature of the Contractor

Stamp

Signature of the Procuring Agency

Stamp

Signed, Sealed and Delivered in the presence of:

Witness No.1:

Witness No.2:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Sample Form)

**LETTER OF ACCEPTANCE**

To,

Project Engineer/Focal Person,  
SAU Campus, Umerkot.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required items in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **Five (05) percent** of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 15 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**(In Capacity of)**

Duly authorized to sign Bid for and on behalf

(Sample Form)

**PERFORMANCE SECURITY FORM**

To,

Project Engineer/Focal Person,  
SAU Campus, Umerkot.

WHEREAS [name of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated \_\_\_\_\_ to execute [description of works] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Signature and seal of the Guarantors**

\_\_\_\_\_  
[Name of bank or financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

(Sample Form)

## INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY CONTRACTORS.  
(FOR CONTRACTS WORTH RS. 2.500 MILLION OR MORE)

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

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

Contract Title: \_\_\_\_\_ M/s \_\_\_\_\_ 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 it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] 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, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier / Contractor / Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] 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 PA.

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**Project Engineer/Focal person**  
SAU Campus, Umerkot

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**(Contractor)**

Name:

Signature:

Stamp:

Date:

(Sample Form)

## MANUFACTURER'S AUTHORIZATION FORM

To,

The Project Engineer/Focal Person  
SAU Campus, Umerkot.

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

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

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

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[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.

(Sample Form)

**EXPERIENCE FOR SUPPLYING OF GOODS**

<b>S.No.</b>	<b>Assignment Description</b>	<b>Name of Client</b>	<b>Cost</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Remarks</b>