

TENDER DOCUMENTS
SLA/Machinery/Tender no.13-B/2022

Single Stage
Two Envelop Procedure

Purchasing of Split Air Conditioner
& RO Plant and Its Items



SINDHI LANGUAGE AUTHORITY
HYDERABAD, SINDH



SINDHI LANGUAGE AUTHORITY

National Highway, Qasimabad, Hyderabad
Phone No. 9240050-3 Email. www.sindhila.org



Bidding Document

Procurement of Plant Machinery/ Equipment (Split Air Conditioners and RO Plant) for Sindhi Language Authority, Hyderabad

Estimated Cost (Rs.3.15 million)

(National Competitive Bidding)

Date & Time of Bid Submission: 20.06.2022 (up to 11:00 a.m.)

Date & Time of Bid Opening: 20.06.2022 (at 1:30 p.m.)

(TECHNICAL PROPOSAL)

PART ONE (FIXED)

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



SINDHI LANGUAGE AUTHORITY

National Highway, Qasimabad, Hyderabad
Phone No. 9240050-3 Email. www.sindhila.org



INVITATION OF BID

Procurement of Plant Machinery/ Equipment (Split Air conditioners and RO Plant) for SLA, Hyderabad

Sealed bids are invited from reputed/established firms/suppliers/contractors, registered with Income Tax and Sales Tax authorities, for Procurement of Plant Machinery/ Equipment (Split Air conditioners & RO Plant) for SLA Hyderabad.

Estimated value of goods to be procure	Up to Rs.3.15 million.
Procedure of Bidding	Single Stage – One Envelope.
Cost of Bidding Document:	Rs.1,000/- in form of PO/DD.
Bid Security in the form of PO/DD:	2% of total bid value
Tender Document Collection (Start Date):	Hoisting/Publication of Notice.
Tender Document Collection (End Date):	20.06.2022.
Tender Document Submission Date & Time:	20.06.2022 up till 11:00 a.m.
Tender/Bid Opening Date & Time	20.06.2022 at 1:30 p.m.

DOCUMENTS COLLECTION

Tender documents can be downloaded from SPPRA/SLA website or can be obtained on submission of a written request on company letterhead, during office working hours, on payment of Tender document Cost Rs.1,000/- (each) (non-refundable/non-transferable) in form of PO/DD in favour of “*Sindhi Language Authority*” from the below address:

Secretary
Sindhi Language Authority,
National Highway, Qasimabad, Hyderabad.
Ph:9240050-3.

NOTES:

- Sealed bids with necessary attachments accompanied by the Bid Security should be submitted (marked “**Title of the Tender**”) at Sindhi Language Authority, National Highway, Qasimabad, Hyderabad, on the tender document submission date and time.
- Bid opening procedure will be based on Single Stage – One Envelope System, envelope shall contain Technical and Financial Proposal containing complete material specifications, company profile, NTN and GST Certificate of the company or any other information deemed necessary, along with financial bid. The envelope should clearly mark as “**Technical Proposal**” and “**Financial Proposal**” in bold legible letters.
- The bids will be opened on the aforementioned date & time in the presence of bidders or their authorized representatives.
- **The tender name (applied for) should clearly be written / marked on envelope.**
- **Incomplete, conditional tenders and without forwarding / submission letter will not be considered.**
- SLA reserves the right to accept or reject any bid (s), subject to relevant provisions of Sindh Public Procurement Rules (SPPRA), 2010. (Amended 2019).

(Secretary)

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Instructions to Bidders

A. Introduction

The "*Sindhi Language Authority (SLA), Government of Sindh*" intends to **Procurement of Plant Machinery/ Equipment (Split Air Conditioner DC Inverter T-3 Compressor and RO Plant) for SLA, DR N.A. Baloch Hall, Muhammad Ibrahim Sound Studio, Dr, GA Allana Encyclopedia Cell, Indus Script Musum and Qalech Kitab Ghar, and RO plant with complete Fitting / Installation Hyderabad.** The Governing Body of SLA has already approved budget for the purpose, which shall be utilized on procurement of "Purchase of Machinery, Hall Expenses & Building" for these Departments of SLA.

01. **Source of Funds:** "Grant In Aid" Government of Sindh.

02. **Eligible Bidders.**

2.1 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.2 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.

2.3 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.

03. **Eligible Goods and Services.**

3.1 The Goods and related services to be supplied under the contracts (such services here in after referred to services) shall have their origin in eligible countries, as specified in Section-V and all expenditures made under the contract will be limited to such equipment and services.

3.2 For purposes of clause 3.1 above, "origin" shall be considered to be the place where the goods are mined, grown, produced, or the place from where 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.

04. **Cost of Bidding / Contract**

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 Documents, hereinafter referred to as "the purchase's" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

05. **Assurance**

5.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to deliver the goods and services pursuant of the contract, within time set-forth therein.

B. The Bidding Document.

06. **Contents of Bidding Document**

- 6.1 The bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet (BDS)
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Bank Guarantee for Advance Payment Form
 - (l) Manufacturer's Authorization Form

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

07. **Clarification of Bidding Document**

7.1 Prospective Bidders requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) working days prior to the deadline for the submission of bids prescribed in the Bid Documents. 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.

08. **Amendment of Bidding Document**

8.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment

8.2 The amendment shall be the part of the Bidding documents, pursuant to clause 8.1 will be notified in writing to all prospective Bidders who have received the Bidding documents and will be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding Documents.

8.3 In order to afford prospective Bidders reasonable time in which to take amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

C. **Preparation of Bids**

09. **Language of Bid.**

9.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring agency, can be written in the Sindhi / English Language.

10. **Documents Comprising the Bid.**

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

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12 and 13;
- (b) documentary evidence established in accordance with ITB Clause 14 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 15 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) Bid Security / Earnest Money furnished in accordance with Clause-16 of this document.

11. **Bid Form.**

11.1 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, and their country of origin, quantity, and prices

12. **Bid Price.**

12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price per article and total bid price, expected countries of origin and make/model of the goods it proposes to supply under the contract

12.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

12.3 The term DDP (Delivered Duty Paid), shall be governed by the rules prescribed in the current edition of *Inco terms* published by the International Chamber of Commerce, Paris.

12.4 The Bidder's separation of price components in accordance with ITB Clause 12.2 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 right to contract on any of the terms offered.

12.5 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 Documents. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 26. If, however, in accordance with the Bid Documents, 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.

13. **Bid Currencies.**

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

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

14.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

14.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country.

14.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency 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 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 Evaluation Criteria (Annexure A)

15. **Documents Establishment Good's Eligibility and Conformity to Bidding Documents.**

15.1 Pursuant to ITB Clause 10, 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.

15.2 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 from the foreign principle.

15.3 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 detailed schedule of work under the contract (dispatch/work schedule) outlining key activities and critical items on the schedule which could influence the contract completion date;
- (c) 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 of two years, following commencement of the use of the goods by the Procuring agency; and
- (d) an item-by-item commentary on the Procuring agency Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

15.4 For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(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 satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15.5 In order to prove that the goods offered are of acceptable quality and standard, the bidders shall furnish the documentary evidence that the Goods offered have been in production for several years and reasonable units of similar capacity have been sold and have been in operation satisfactorily to the end users.

16. **Bid Security (Earnest Money)**

16.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet in favour of **“Sindhi Language Authority”**.

16.2 The bid security is required to protect the Purchaser against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB Clause 15.6.

16.3 The bid security shall be denominated in Pak. Rupees (PKR) and shall be valid for a period of at least thirty (30) days beyond the validity of the Bid and shall be in form of pay order / call deposit /demand draft or Bank Guarantee.

16.4 Any bid not secured in accordance with ITB Clauses 16.1 and 16.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 17.

16.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 19.

16.6 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.

16.7 The bid security may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 33; or
 - (ii) to furnish performance security in accordance with ITB Clause 34.

17. **Period of Validity of Bid**

17.1 Bids shall remain valid for a period not less than Ninety (90) days, 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 non-responsive.

17.2 In exceptional circumstances, the Procuring agency may solicit the Bidder’s consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

18. **Alternative Bids**

18.1 Bidders may submit Alternative Bids, which do not conform to the specifications of Goods but meet the performance prescribed in, or the objectives of the specifications. However, only the Alternative Bids of the Bidders whose main Bid is the lowest evaluated substantially responsive Bid will be considered. If a bidder wishes to have its Alternative Bid or Bids considered on an equal basis with all other main Bids, it shall submit a bid Earnest Money to each Alternative Bid. All Alternative Bids submitted in this manner will be treated as main Bids. Alternative Bid must be submitted in a sealed envelope clearly marked “Alternative Bid” separate from the main Bid.

19. **Format and Signing of Bid**

19.1 The original 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(s) signing the bid.

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

19.3 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

20. **Sealing and marking of bids.**

20.1 The Bidder shall seal the Technical & Financial Proposals of the bid in envelope, duly marking the envelope as “TECHNICAL” and “FINANCIAL”.

20.2 The inner and outer envelopes shall be addressed to:

Secretary
Sindhi Language Authority
National Highway, Qasimabad, Hyderabad
Phone: 021-9240050.

20.3 The Envelop should contain at the left corner:

Tender No. 13/2022,
“DO NOT OPEN BEFORE” (*date & time of bid opening given in bid notice/document*).

20.4 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case of disqualification / rejection.

20.5 If the outer envelope is not sealed and marked as required by ITB Clause 20.1, the Procuring agency will assume no responsibility for the bid’s misplacement or premature opening.

21. **Deadline of Submission of Bids:**

21.1 Bids must be received by Procuring agency at the address specified under ITB Clause 20.2, not later than the time and date specified in the Bid Notice / Documents.

21.2 The Purchaser may at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 8, 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.

22. **One Bid per Bidder**

22.1 Each Bidder shall submit only one Bid either by itself or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (except alternative Bid pursuant to Clause 18.3) will be disqualified.

23. **Late Bids**

23.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 21 will be declared “Late” and rejected and may be returned unopened to the Bidder.

24. **Modification and withdrawal of Bids.**

24.1 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.

24.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 20. A withdrawal notice may also be sent by Telex or Cable but must be followed by a signed confirmation copy.

24.3 No bid may be modified after the deadline for submission of bids.

24.4 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. Bid Opening and Evaluation

25. **Opening of Bids by the Procuring agency**

25.1 The Procuring Agency will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Notice / Documents. The bidders’ representatives who are present shall sign a register evidencing their attendance.

25.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid earnest money 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.

25.3 Bids (and modifications sent pursuant to ITB Clause 22.2) 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.

25.4 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the bidder's Bid.

25.5 The Procuring agency will prepare minutes of the bid opening.

26. **Clarification of Bids.**

26.1 To assist in the examination, evaluation and comparison of Bids, the Purchaser may at its discretion, ask the Bidder for a clarification of its bid, if any. All responses to request for such clarification shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

27. **Preliminary Examination.**

27.1 The Procuring agency or his nominee will examine the Bids to determine whether;

- a) They are complete in all respect;
- b) Computational errors, if any have been made;
- c) Required sureties have been furnished
- d) Documents have been properly signed; and
- e) Bids are generally in order.

27.2 Arithmetical errors will be rectified on the following basis:

- a) 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.
- b) 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.

27.3 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.

27.4 Prior to the detailed evaluation, pursuant to ITB Clause 28 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 determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.5 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.

28. **Evaluation and Comparison of Bids**

28.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 27.

28.2 The Procuring agency 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.

28.3 The Procuring agency evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- (a) incidental costs;
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;

- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability Procuring agency of spare parts and after sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and / or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Tech: Specifications.

28.4 For factors retained in the Bid Data Sheet pursuant to ITB 28.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

(a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.

(b) Delivery schedule

- (i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery; or
- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirement; or
- (iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) Deviation in payment schedule.

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder; or
- (ii) The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) Cost of spare parts.

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

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 Specifications. 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; an 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.

29. **Contracting the Procuring Agency**

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

29.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract(s)

30. **Purchaser's Right to Accept any Bid and to Reject any or all Bids**

30.1 The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any Liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder of the grounds for the Purchaser's action.

31. **Post Qualification**

31.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Clause 13.3.

31.2 The determination will take into account the Bidder's Financial, Technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.

31.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

32. **Award Criteria**

32.1 An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.

32.2 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.

33. **Procuring agency's Right to Vary Quantities at Time of Award.**

33.1 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.

34. **Notification of Award.**

34.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter, to be confirmed in writing by registered letter, that its bid has been accepted.

34.2 The notification of award will constitute the formation of the Contract until the Contract has been affected pursuant to Clause 35.

34.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 34, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

35. **Signing of Contract.**

35.1 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.

35.2 Within Seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

36. **Performance Security.**

36.1 Within Three (03) 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.

36.2 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.

37. **Integrity Pact - Corrupt or Fraudulent Practices.**

37.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution 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 is question;
- (c) will declare a firm ineligible, either indefinitely or for a standard 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.

37.2 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

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General Conditions of Contract

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligation.
- (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 Contact.
- (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 firms 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.

2. Application

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

3. Country of Origin

3.1 All Goods and 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 purpose 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 basis characteristics or in purpose of utility from its components.

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

4. Goods conform to the standard

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.

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 as 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 such performance.

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

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

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

7. Performance Security

7.1 Within Three (03) 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 for the balance amount after conversion of Earnest Money into Performance Security/Security Deposit, issued by a reputable bank acceptable to the Procuring agency or in such other form as is acceptable to the Procuring agency; or
- (b) A Pay Order or Bank Draft of the amount as in Clause 7.3(a), in favour of Procuring Agency.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted by the "Inspection Committee of SLA" on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including Additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare Parts

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

- (a) Such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's

specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

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

15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.

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

16. Payment

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

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

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

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Procuring agency change order.

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

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

22. Delays in the Supplier's Performance

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

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

27.1 The Procuring agency, by written notice sent to the Supplier, may terminated the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within Fifteen (15) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or.
- (b) to cancel the remainder and pay to the Supplier and agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

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

28.2 If, after ten (10) 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 required that the dispute be refused for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

33. Headings

33.1 Headings, whether of Clauses or of other parts of the Contract, are for reference only and are not be construed as part of the contract.

34. Waiver

34.1 Failure of either party to insist upon stores performance by the other party of any provision of the contract shall in no way be deemed or construed to effect in any way the right of that party to require such performance.

35. Income / Sales Tax

35.1 Income Tax and Sales Tax will be deducted at source from the payments made to the Contracting firms, as per the Income/Sales Tax Laws, amended to date.



SINDHI LANGUAGE AUTHORITY
National Highway, Qasimabad, Hyderabad
Phone No. 9240050-3 Email. www.sindhila.org



Bidding Document

Procurement of

Plant Machinery/ Equipment (Split Air conditioners) for SLA Karachi

Estimated Cost (Rs.3.15. Million)

(National Competitive Bidding)

Date & Time of Bid Submission: 20.06.2022 (up to 11:00 p.m.)
Date & Time of Bid Opening: 20.06.2022 (at 1:30 p.m.)

(TECHNICAL PROPOSAL)

PART-TWO (PROCUREMENT SPECIFIC PROVISIONS)

- **Invitation of Bids (IFB)**
- **Bid Evaluation Criteria (BEC)**
- **Bid Data Sheet (BDS)**
- **Eligible Countries**
- **Special Conditions of Contract (SCC)**
- **List of Consignees**
- **Schedule of Supply**
- **Integrity Pact**
- **Supply Requirement**
- **Technical Specifications**

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Section – I Invitation of Bids

Sealed bids are invited from reputed/established firms/suppliers/contractors, registered with Sales Tax and Income Tax authorities, for “for **Procurement of Plant Machinery/ Equipment (Split Air conditioners and RO PLANT) for Sindhi Language Authority, Hyderabad.**”

Cost of Bidding Document:	Rs.1,000/- in form of PO/DD
Bid Security:	2% of Bid value
Tender Document Collection (Start Date):	Publication/Hoisting of Notice
Tender Document Collection (End Date):	20.06.2022.
Tender Document Submission Date & Time:	20.06.2022 up till 11:00 a.m.
Opening Date & Time (Technical Proposals only):	20.06.2022 at 1:30 p.m.

DOCUMENTS COLLECTION

Tender documents can be downloaded from SPPRA/SLA website or can be obtained on submission of a written request on company letterhead, during office working hours, on payment of Tender document Cost Rs.1,000/- (each) (non-refundable/non-transferable) in form of PO/DD in favour of “*Sindhi Language Authority* ” from the below address:

Secretary
Sindhi Language Authority (SLA)
National Highway, Qasimabad, Hyderabad
Ph:9240050-3.

NOTES:

- Sealed bids with necessary attachments accompanied by the Bid Security should be submitted (marked “**Title of the Tender**”) at Sindhi Language Authority, National Highway, Qasimabad, Hyderabad, on the tender document submission date and time.
- Bid opening procedure will be based on Single Stage – One Envelope System, envelope shall contain Technical and Financial Proposal containing complete material specifications, company profile, NTN and GST Certificate of the company or any other information deemed necessary, along with financial bid. The envelope should clearly mark as “**Technical Proposal**” and “**Financial Proposal**” in bold legible letters.
- The bids will be opened on the aforementioned date & time in the presence of bidders or their authorized representatives.
- **The tender name (applied for) should clearly be written / marked on envelope.**
- **Incomplete, conditional tenders and without forwarding / submission letter will not be considered.**
- SLA reserves the right to accept or reject any bid (s), subject to relevant provisions of Sindh Public Procurement Rules (SPPRA), 2010. (Amended 2019).

Secretary

Section – II

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provision in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: Sindhi Language Authority (SLA).
ITB 1.1	Government of Sindh.
ITB 1.1	Government of Sindh.
ITB 1.1	Name of Contract: “Procurement of Plant Machinery/ Equipment (Split Air conditioners and RO Plant) for SLA Hyderabad
ITB 4.1	Name of Purchaser: Sindhi Language Authority (SLA).
ITB 6.1	Procuring agency’s address, telephone, telex, and facsimile numbers: The Secretary, Sindhi Language Authority (SLA) National Highway, Qasimabad, Hyderabad. Phone: 9240050-3
ITB 8.1	Language of the Bid: English.
Bid Price and Currency	
ITB 11.2	The price quoted shall be in: Pak Rupees (PKR). In addition to delivered duty paid (DDP) price.
ITB 11.5	The Prices shall be Fixed.
Preparation and submission of Bids	
ITB 13.3 (d)	Qualification requirements: <u>Technical and Financial Capabilities are as under:</u> Evaluation of bids/recommendation of award of contract shall be subject to following provisions:. <ol style="list-style-type: none"> 1. 05 years Business Experience. 2. Annual turnover of at least Rs.05.00 million in any year in last three years. 3. NTN & Sales Tax Registration (Copies of certificates be attached). 4. Affidavit of firm (on stamp paper) that it is not blacklisted. 5. Annual Income tax returns for two years, (Copies be attached) 6. List of technical supporting staff with contacts. 7. Detailed Technical Specification /(Broachers) with make model and origin be provided.
ITB 14.3 (b)	Spare parts required for: At the time Fitting the outer of Split Air Conditioner may needs extension pipe and other material which will be used to .
ITB 15.1	Amount of bid security: Two percent (2%) of the bid value.
ITB 16.1	Bid validity period: Ninety (90) days.
ITB 17.1	Number of copies: One (Original).

ITB 18.2 (a)	Address for bid submission: Office of the, Sindhi Language Authority (SLA), Sindhi Language Authority, National Highway, Qasimabad, Hyderabad.
ITB 18.2 (b)	IFB title and number: “Procurement of Plant Machinery/ Equipment (Split Air conditioners and RO Plant) for SLA, Hyderabad”.
ITB 19.1	Deadline for bid submission: 20.06.2022 up till 11:00 a.m.
ITB 22.1	Time, date, and place for bid opening: On 20.06.2022 at 1:30 p.m. in the Committee room of Sindhi Language Authority (SLA), Natioanal highway, Qasimabad, Hyderabad
Bid Evaluation	
ITB 25.3	Criteria for bid evaluation: Criteria listed in ITB Clause 25.3 (e.g, 25.3 (b) and (c)), and in the reference under ITB 25.4 below. Retain only the evaluation method to apply and the relevant parameters corresponding to be retained Criteria (e.g., 25.4 (b) (i) and (c) (ii)).
ITB 25.4 (a) ITB 25.4 (b)	One option only. Delivery Schedule: 12 days from the date of awarding of contract. Relevant parameters in accordance with option selected: N/A.
Option (i) Option (ii) Option (iii)	adjustment expressed as a percentage, or Adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed as a percentage <i>[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be or higher.]</i>
ITB 25.4 (ii)	Deviation in payment schedule: N/A.
ITB 25.4 (d)	Cost of Spare parts: N/A. <i>[specify the applicable method – (i), (ii), or (iii) – and factors (e.g, number of years) and reference to the Appendix to the Technical Specifications, as required]</i>
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency’s country: N/A.
ITB 25.4 (f)	Operating and maintenance costs: N/A
ITB 25.4 (g)	Performance and productivity of equipment: N/A
ITB 25.4 (h)	Details on the evaluation method of reference to the Technical Specifications: According to criteria mentioned.
ITB 25.4 Alternative	Specify the evaluation factors. According to criteria mentioned.
Contract Award	
ITB 29.1	Percentage for quantity increase or decrease: Procuring Agency reserves the right to increase or decrease the quantities at the time of award of contract; as per policy.

- 1) All offers be made on Price Schedule of this document. Additional Pages may be used, if needed. In order to facilitate the bidders, the price schedule with description of articles is given in Financial Proposal document.
- 2) Quoted prices must cover all expenses including freight, taxes, octroi/duties, insurance etc.
- 3) Goods would be required to be delivered at Consignee end as per schedule.

Section - III

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 1.1 The Procuring agency is “**Sindhi Language Authority (SLA)**”.

GCC 1.2 The Procuring agency country is “**Islamic Republic of Pakistan**”.

GCC 1.3 Eligible countries as notified by Government of Pakistan.

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Bank Financed Procurement”.

3. Performance Security

GCC 3.1 The amount of **performance security is 5%** of the Contract Price.

GCC 3.2 After delivery and acceptance of the Goods, the performance security may be reduced to **Two percent (2%)** of the Contract Price to cover the Supplier’s warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

Sample approval of all the items shall be carried by the purchaser.

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- (i) Technical Specification.
- (ii) Performances of Equipment and other items should be as per warranty / guarantee card.
- (iii) All legal documents should be available on site/work place.

5. Packing (GCC Clause 9)

GCC 9.3 The following SCC shall supplement GCC Clause 9.2:

The bidder shall arrange all the articles for inspection at above mentioned address.

6. Delivery and Documents (GCC Clause 10):

GCC 10.3 Upon shipment, the supplier shall notify the procuring agency the full details of the shipment, including contract number, description of goods, quantity and usual transport document.

7. Insurance (GCC Clause 11)

GCC 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller’s responsibility. Since the insurance is seller’s responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1- Incidental services to be provided are:

On-site assembly/fitting of all the supplied goods.

9. Spare Parts (GCC Clause 14)

GCC 14.1 – Additional spare parts requirements are: **N/A.**

10. Warranty (GCC Clause 15)

GCC 15.2

Sample provision

GCC 15.2 – In Partial modification of the provisions, the warranty period shall be **Twelve months** form date of acceptance of the Goods or **Fifteen months** of Date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

Or

pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **0.5% per week.**

[The rate should be higher than adjustment rate used in bid evaluation under ITB 25.4 (f) or (g)]

GCC 15.4& 15.5 – The period for correction of defects in the warranty period is: **30 days**.

11. Payment (GCC Clause 16)

Sample provision

GCC 16.1 – The method and condition of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- (i) **No advance payment** shall be made by Procuring agency, until the goods are delivered and installed.
- (ii) **100% of the Contract Price** of each individual consignment upon delivery at the consignee's end of the goods against presentation of the following documents:
 - a) Copies of the Supplier's invoice showing Goods description, quantity, unit price and total amount of payment due.
 - b) Manufacturer's Warranty Certificate.
 - c) Inspection certificate issued by the authority nominated by the Purchaser;
 - d) Certificate of the receipt of Goods issued by the consignee.
 - e) Certificate of origin.

(iii) Part Payment on part supply may also be allowed on discretion of procuring agency as well subject to nature/type of stores.

12. Prices (GCC Clause 17)

Sample provision

GCC 17.1 – Prices shall be adjusted in accordance with provisions in attachments to SCC: N/A

13. Liquidated Damages.

GCC 23.1 - Application rate: **0.5% per week** of the value of non-supplied stores.
Maximum deduction: **10% of the total contract value.**

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3 - The disputes resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of 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 29)

GCC 29.1—The Governing Language shall be: **English / Sindhi.**

16. Applicable Law (GCC Clause 30)

GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991. The Bonded labour System (Abolition) Act of 1992. The Factories Act 1934.

17. Notices (GCC Clause 31)

GCC 31.1 Procuring agency's address for notice purposes:

**Secretary,
Sindhi Language Authority (SLA),
National Highway, Qasimabad, Hyderabad
Phone 022-920050-3.**

Supplier's address for notice purpose:

"As mentioned on bidder's letter head"

Section - IV

List of Consignee

Region	Sr. #	Name of Institute
HYDERABAD	1.	Sindhi Language Authority (SLA) National Highway, Qasimabad, Hyderabad.

Section - V

Schedule of Supply

S. No.	Package	Consignee Name & Address	Estimated Delivery Date/Period	Remarks

Date. _____.

Name _____

In Capacity of _____

Signed _____

Bidder's Name _____

Stamp _____

Section-VI
INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE PAYABLE BY THE SERVICE PROVIDER

Contract Number: _____
Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Service Provider] 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 Service Provider] 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 procuring agency, except that which has been expressly declared pursuant hereto.

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

[Name of Service Provider] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of procuring agency.

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

[Procuring Agency]

[Service Provider]m

Section - VII

Supply Requirement

Item #	Name of Article
	PACKAGE-1
	Split Air Conditioners DC INVERTER T3 Compressor R-32 (1.5 Ton & 2.0 Ton)
	RO Plant 1000GPT (Mineral) working 1000TDS SO Safe / Safe Pak or equivalent
	Chiller Plant Single Phase 150 Gallon
	Water Pump for Raw water 2 HP Diamond or Equivalent
	Room 10X10 with RCC Roof + Underground Tank and upper head Tank 6X6

Section - VIII
Technical Specifications

Article #	Name of Article	Technical Specifications	Specifications offered by Bidder
1	Split Air Conditioners (DC Inverter).	Split Air Conditioners (DC INVERTER T3 Compressor R-32) 1.5 & 2.0 Ton with complete fitting/installation and allied material/accessories. (Dawlance /Gree / Haier / Kenwood or equivalent)	
2	RO Plant	RO Plant 1000GPT (Mineral) working 1000TDS SO Safe / Safe Pak or equivalent	
3	Water Chiller Plant	Water Chiller Plant Single Phase 150 Gallon	
4	Water Pump	Water Pump for Raw water 2 HP Diamond or Equivalent	
5	Room	Room 10X10 with RCC Roof + Underground Tank and upper head Tank 6X6	



SINDHI LANGUAGE AUTHORITY

National Highway, Qasimabad, Hyderabad
Phone No. 9240050-3 Email. www.sindhila.org



Bidding Document

Procurement of

Split Air Conditioner DC Inverter for SLA , Hyderabad

(National Competitive Bidding)

Date & Time of Bid Submission: 20.06.2022 (up to 11 :00 a.m.)

Date & Time of Bid Opening: 20.06.2022 (at 1:30 p.m.)

(FINANCIAL PROPOSAL)

- **Sample Forms/Formats.**
- **Price Schedule for Goods.**

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Bid Submission Sheet

Date: _____

ICB NO.: _____

Invitation for Bid No.: _____

Alternative No.: _____

**The Secretary,
Sindhi Language Authority,
National Highway, Qasimabad,
Hyderabad.**

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;

- (a) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the Goods and Related Services.
- (b) The total price of our Bid, excluding any discounts offered in item (d) below is: Rs. _____ (Rupees _____);
- (c) The discounts offered and the methodology for their application are: _____

- (d) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a **Performance Security @ 5 %** of the Contract Price for the due performance of the Contract;
- (f) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from these eligible countries; _____; _____; _____;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has not been declared ineligible by the Government;
- (i) The following commissions, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

<u>Name of Receipt</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
------------------------	----------------	---------------	---------------

(If none has been paid or is to be paid, indicate "none.")

- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the security for and on behalf of _____

Date _____.

Price Schedule Format
(Financial Proposal)

Name of Bidder _____ IFB Number _____ Page _____ of _____

1	2	3	4	5	6
Package/ Item	Description	Country of Origin Make/Model	Quantity	Unit Price (in PKR)	Total Price (in PKR)
					(Col: 4 x 5)
Total Amount :-					

Name _____

In the capacity of _____

Signature _____

Duly authorized to sign the security for and on behalf of _____

Date: _____

Bid Security / Earnest Money Form

WHEREAS _____ hereinafter called the “*Bidder*” has submitted its bid, dated _____ for the supply of _____
_____ in Sindh, hereinafter called the “*Bid*”.

KNOW ALL MEN by these presents that I/We _____ of _____ having our registered office (s) at _____ do hereby submit Earnest Money of Rs. _____ (Rupees _____) for the aforesaid Bid in the shape of Pay Order/Demand Draft No. _____ dated _____ issued by _____ Bank in favour of “Sindhi Language Authority”, hereinafter called “*Procuring Agency/Purchaser*”.

Name of Supplier (s)

Authorized Representative

Dated: _____.

Bid Security / Earnest Money Sheet

Tender No. _____ (Procurement of _____)

Sr No	Package No.	Estimated Cost (in PKR)	Bid Value (in PKR)	Earnest Money @ 2% of Offered Value		
				Amount	P.O / D.D	Name of Bank
1	2	3	4	5	6	7
Total Amount :-						

Signature of the Bidder _____

Name & Address _____

Firm's Stamp _____

Dated: _____.

Technical Proposal

Item No.	Description / Specifications	Make / Model

(Catalogue, brochure and other relevant literature should be provided)

Name _____

In the capacity of _____

Signature _____

Duly authorized to sign the security for and on behalf of _____

Date: _____

Agreement Form

Date: _____

Contract Name and No. : _____

**The Secretary,
Sindhi Language Authority,
Hyderabad**

WHEREAS _____ (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. _____ dated _____, to supply _____ in Sindh (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____ (hereinafter “the Guarantor”), have agreed to give the Supplier a security.

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

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

Contract Form

THIS CONTRACT made on this _____ day of _____ 2022 between SLA herein after called the PURCHASER of the one part and _____ of _____ hereinafter called the SUPPLIER of the other part.

WHEREAS the Purchaser is desirous that _____ be provided and placed/installed by the Supplier, via _____ (hereinafter “ _____ ”) and has accepted a Bid by the Supplier for the provision of and installation for those stores in the sum of _____ hereinafter “the Contract Price”.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.

- 2.1 The following Documents shall be deemed to form and be read and Construed as part of this Agreement, viz,
 - (a) The Bid Form and the Price Schedule submitted by the Bidder.
 - (b) The Schedule of Requirements.
 - (c) The Technical Specifications.
 - (d) The General Conditions of Contract.
 - (e) The Special Conditions of Contract. and
 - (f) The Purchase’s Notification of Award.

- 2.2 In consideration of the Payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services to remedy defects therein in conformity in all respects with the provisions of the Contract.

- 2.3 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and to remedy defects, the Contract Price of such other sum as may become Payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed & Delivered by the (for the **Purchaser**)

Signed, Sealed & Delivered by the (for the **Supplier**)

Performance Security

Date: _____
Contract Name and No. : _____

**Secretary,
Sindhi Language Authority,
Hyderabad**

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____, to supply _____ in Sindh (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____ (hereinafter "the Guarantor"), have agreed to give the Supplier a security.

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

This security is valid until the _____ day of _____, _____.

Name _____ in the capacity of

_____ Signed

Duly authorized to sign the security for and on behalf of _____

Date _____

Receipt Certificate Form

(To be completed by the Consignee)

1. Certified that the stores as accepted on the reverse and in the _____ Continuation sheets attached have been received in good condition and are as per Contract specification subject to the remarks at, 3 below _____.

2. The stores have been brought to account under Receipt Voucher No. _____ and posted in Ledger No. _____ Pages.

3. Details of recoveries proposed by the consignee in respect of deficiency breakage and/or freight etc., which should be made from the contractor under the terms of the contract.

Item	Reason	Amount	Item	Reason	Amount
------	--------	--------	------	--------	--------

Station _____ Date _____ Signature _____

Circle of Area _____ Designation _____

Manufacturer's Authorization

Date: _____
ICB NO.: _____
Invitation for Bid No.: _____
Alternative No.: _____

**Secretary,
Sindhi Language Authority,
Hyderabad**

WHEREAS _____ who are official manufacturers of _____ having factories at _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 13 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

CERTIFICATE

We guarantee to supply the stores exactly in accordance with the requirement specified in the invitation to this tender.

Signature of Bidder

Name & Designation.....

Address.....

Amount of Call Deposit_____

Name of Bank with Full Address_____

Pay Order No_____

Full Name & Address of Firm_____

CNIC# of Authorized Person_____

Signature of Authorized Person_____

Price Schedule

Item #	Name of Article	Quantity	Unit Price (in PKR)	Total Price (in PKR)
1	Split Air Conditioner (1.5 Ton). (DC Inverter T3 Compressor R-32)	09 Unit		
2	Split Air Conditioner (2.0 Ton). (DC Inverter T3 Compressor R-32)	05 Unit		
3	RO Plant 1000GPT (Mineral) working 1000TDS SO Safe / Safe Pak or equivalent	01 Unit		
4	Chillier Plant Single Phase 150 Gallon	01 Unit		
5	Water Pump for Raw water 2 HP Dimond or Equivalent	01 Unit		
6	Room 10X10 with RCC Roof + Underground Tank and upper head Tank 6X6	01 Unit		
	Total:-	--		

1. The rates and discounts quoted for the items mentioned above shall be valid for 90 days from the date of opening of tender.
2. The items should be delivered at specified consignees at risk and cost of contracting firm.
3. The payment shall be subject to deduction of Income / Sales Tax at source, inspection, and production of delivery challans as being delivered the stores in full quantity & quality.
4. The rates quoted in this schedule are inclusive of all the applicable taxes and written against each item with fountain pen in figures and words without any cutting/error.
5. In case of discrepancy between unit price and total, the unit price shall prevail.

Dated: _____

Signature: _____

Name: _____

Address: _____

CNIC # _____

