

**STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)**

RFP No. BOMSIE/ADMIN/HORTI/2021-22/006

Procurement of Goods

For

Supply of Horticulture Machinery

Admin Department

**Board of Management, Sundar
Industrial Estate (BOMSIE)**

2021-2022

Invitation for Bids
TENDER ADVERTISEMENT
SUBJECT: Supply of Horticulture Machinery

Sundar Industrial Estate intends to invite sealed bids for procurement/ **Supply of Horticulture Machinery** against an estimated expenditure of Rs.20,91,960/-. All prospective bidders who are registered with Income Tax, Sales Tax Departments of Federal Government and Punjab Revenue Authority shall be eligible to apply.

Punjab Procurement Act 2009 and Punjab Procurement Rules 2014 amended up to date shall be the operating law / rules.

The bidding process shall be open bidding competition under Single stage One envelope modality.

All the prospective bidder interest to participate in the bidding process either can acquire the bidding document directly from Board of Management Sundar Industrial Estate of PROCURING AGENCY on payment of Rs. 1000/- (non-refundable) in the form of Bank Draft/Pay Order issued by any schedule Bank of Pakistan in favor of **Board of Management of Sundar Industrial Estate (BOMSIE)** during working hours (from 09 AM to 05 PM) or on any working day from the office of BOMSIE. The document can also be downloaded from the website www.sie.com.pk or from www.ppra.punjab.gov.pk. In case the bid document is downloaded from aforementioned websites it will not be accepted unless it carries the required payment pay order or bank draft in original.

All bids prepared in accordance with the requirement of bid document along with the bid security @ 2% (Rs. 41,839/-) in the form of CDR/Pay order/Bank draft issued by a schedule bank in Pakistan in favor of **Board of Management of Sundar Industrial Estate (BOMSIE)** valid for a period of 180 days beyond the bid validity in the form of bid validity on or before (13-07-2022(11:00hrs) which shall be opened on the same date on or after (13-07-2022)(11:30 hrs).

In case of official holiday or any local holiday falling on last submission date the next working day will automatically be the last date of submission and opening of the bid. The prospective bidders Submit their bids at the following address Board of Management, Sundar Industrial Estate Gate no 02 Raiwind Road Lahore and/or Rescue office Sundar Industrial Estate Raiwind Road Lahore.

The bidder shall also be required to submit an undertaking on Rs. 100 stamp paper along with the bid document that it has neither been blacklisted by any Government owned institutions or he has not gone into court against any such order.

The prospective bidders requiring any further information or clarification regarding the bidding document may contact the PROCURING AGENCY designated officer in writing or by visiting at the following address. Board of Management, Sundar Industrial Estate Gate no 02 Raiwind Road Lahore.

Contact no. 042-35297291-3 Mobile no. 0317-9998188 Email admin@sie.com.pk,

NOTE: Only those requests seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received prior to the deadline for the submission of the bid shall be responded.

Pre bid meeting will be arranging 7 days before the bid opening. 06-07-2022 at 11:00 hrs.

Table of Contents

PART-I

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)	5
SECTION II. BID DATA SHEET.....	19
SECTION III. SCHEDULE OF REQUIREMENTS	22
SECTION IV. TECHNICAL SPECIFICATIONS	23
SECTION V. BIDDING FORMS	24
1. Bid Submission Form	24
2. Manufacturer's Authorization Form	25
3. Price Schedules	26

PART-II

SECTION I. CONTRACT FORMS²

1. Contract Form.....	27
2. Performance Security Form.....	28
SECTION II. GENERAL CONDITIONS OF CONTRACT (GCC)	29
SECTION III. SPECIAL CONDITIONS OF CONTRACT (SCC)	40

Part-I

Section I. Instructions to Bidders

A. Introduction

- 1. Source of Funds**
- 1.1 Board of Management Sundar industrial Estate (hereinafter referred as Procuring Agency) Government of the Punjab has been provided with funds / budget for the procurement of **Supply of Horticulture Machinery** hereinafter referred as goods.
- 2. Eligible Bidders**
- 2.1 This invitation for Bids is open to all suppliers, except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this invitation for bids.
- 2.3 Government-owned enterprises in terms of Rule 61(2) of Rules ibid may participate only if they are legally and financially autonomous and stands enlisted with PPRA and reflected on PPRA website as such.
- 2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) and has not gone in the Court of Law against any such order.
- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS), and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility

from its components.

- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

- 4. Cost of Bidding** 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 5. Content of Bidding Documents** 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) Schedule of Requirements
- (d) Technical Specifications
- (e) Bid Submission Form
- (f) Manufacturer's Authorization Form
- (g) Price Schedules
- (h) Contract Form
- (i) Performance Security Form
- (j) General Conditions of Contract (GCC)
- (k) Special Conditions of Contract (SCC)

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

- 6. Clarification of Bidding Documents** 6.1 Any prospective Bidder requiring any clarification on any of the content of bidding documents may request the Procuring Agency in writing or by email at the Procuring Agency address indicated in Bid Data Sheet. The Procuring Agency will respond in writing to any request for clarification on any content of the bid documents which it receives up to maximum 7 days prior to the cutoff date for the submission of bid as prescribed in the Bid Data Sheet. Written copies of the Procuring Agency response

(including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding document

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification sought by any prospective Bidder, may modify the bidding documents and any such modification or change in the bidding document in terms of Rule 25 (3) & (4) of PPRA Rules 2014 (amended) shall be made in the manner similar to that of the original advertisement.
- 7.2 In terms of Rule 4 of Rules *ibid*, in order to provide all the prospective bidders reasonable time on equal opportunity basis after effecting modification (if any) in the bidding document, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

9. Documents Comprising the Bids

- 9.1 The bid shall comprise of the following components:
- (a) Bid Form and Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating;

- (a) the goods to be supplied,
- (b) brief description of the goods,
- (c) country of origin of goods
- (d) quantity, and
- (e) prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate prices schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be inclusive of all applicable taxes.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency right to contract on any of the terms offered.
- 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and will not be subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price or conditional bid will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

12. Bid Currencies

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

13. Documents Establishing Bidder's Eligibility and Qualification

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its capacities (managerial as well as financial) to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall be to Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or

otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the same in Pakistan;

- (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 Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplies maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data sheet.

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

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, all concerned documents establishing the eligibility and conformity to the bidding documents of all goods which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a **certificate of origin** issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) detailed description of the essential technical and performance characteristics of the goods;
 - (b) list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency' s

Technical Specifications demonstrating substantial responsiveness of the goods to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 Pursuant to ITB Clause 14.3(c) above, the Bidder shall provide a certificate from the manufacturer / authorize dealer that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specification.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security as per required 2% of estimated cost specified in the Bid Data Sheet.

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

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

(a) Bank Guarantee, CDR, Demand Draft (DD), Pay Order (PO) valid for thirty (30) days beyond the validity of bid.

15.4 Pursuant to ITB Clause 24 any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Agency being nonresponsive.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the award of contract to the successful lowest evaluated bidder.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity

specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 32;

or

(ii) to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

16.1 Bid shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). 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 ITB Clause 16.3.

16.3 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.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unlamented printed literature, shall be initialed /signed by the bidder or person authorized by the bidder on his behalf.

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

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to

the Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes Shall:

(a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE - (mentioning the bid opening time and date),".

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Procuring Agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet. Extinguisher

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

20. Late Bids

20.1 Pursuant to ITB Clause 19 any Bid submitted or received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid' s submission, provided that written notice of the modification, including substitution or

withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

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

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring Agency

22.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to be present, at the given date, time and venue specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet establishing their presence.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the submission or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidder.

22.4 The Procuring Agency will prepare minutes of the bid opening.

23. Clarification

23.1 During evaluation of the bids, the Procuring Agency may, at its

of Bids

discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Procuring Agency will examine the bids to determine its responsiveness as per requirement detailed in bid data sheet and whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 15), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Qualification & Evaluation of Bids

25.1 In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder qualifies to perform the contract

satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

25.2 Pursuant to ITB Clause 13.3 to determine responsiveness of the bidder, the procuring agency will consider 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, as well as such other information as the Procuring Agency deems necessary and appropriate.

25.3 Pursuant to ITB Clause 24 the Procuring Agency through the evaluation committee (if constituted) will **technically evaluate** and compare the bids which have been determined to be substantially responsive, as per Technical Specifications required.

25.4 Financial evaluation of a bid will include delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

Alternate

25.5 Quality & Cost-based Selection:

The following parameters shall be evolved to quantify the standing of bidders with respect to their technical and financial standing if specified in the Bid Data Sheet.

1. Profile of company.
2. Valid Sales Tax Registration.
3. Valid Income Tax Registration.
4. Bid security as described in Bid Data Sheet
5. Copy of Tender Purchase Receipt.
6. Bidder shall submit their financial capabilities in form of Bank Statements, for last year.
7. Undertaking on Rs.100 stamp paper regarding not blacklisted by any Govt. or bilateral/multilateral financial institutions.
8. At least 3 documentary proof of previous supply of same product.

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

26. Contacting the Procuring

26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the

Agency

time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

26.2 Any effort by a Bidder to influence the Procuring Agency during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

F. Award of Contract**27. Award Criteria**

27.1 Subject to ITB Clause 30, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. In case the lowest evaluated bidder refuses to execute the contract or respond to the procurement order his bid security be immediately forfeited and, he may in terms of Rule 20 / 21 of rules ibid be proceeded against. In such eventuality the procuring agency shall divert to the second lowest bidder after carefully analyzing the difference between the financial quantum of bid security submitted by the defaulting bidder and the difference between the financial bids first and second lowest bidder.

28. Procuring Agency's Right to Vary Quantities at Time of Award

28.1 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, which shall not be more than 15% of the quoted quantities of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

29. Procuring Agency's Right to Accept or Reject All Bids

29.1 In terms of Rule 35 of Rules ibid the Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to acceptance of the bid or proposal, without incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Procuring Agency's action.

30. Announce of Evaluation

30.1 In terms of Rule 37 of Rules ibid the result of bid evaluation in the form

Report

of a report giving justification for acceptance or rejection of the bids shall be announced and will be uploaded on PPRA website and procuring agency website (if exist) at least 10 days prior to the award of procurement contract.

31. Notification of Award

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

31.2 The notification of award will constitute the formation of the contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

32.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties and asking for submission of performance guarantee of the contract price as per the %age mentioned in clause 7 of GCC read with clause 3 of SCC.

32.2 Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Agency along with the performance guarantee in the form already specified in the bidding document.

33. Performance Security

33.1 The bidder may if agreed by the Procuring Agency submit the performance guarantee after signing of the contract but in such case the dispensation shall not be more than 10 days after the signing of the contract.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32.2 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 as mentioned in clause 27 may make the award to

the next lowest evaluated Bidder or call for new bids

34. Corrupt or Fraudulent Practices

34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,
- (iii) "Collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

- (a) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) The Procuring Agency in terms of Rule 20/21 of Rules ibid will sanction a firm, in accordance with prevailing Blacklisting procedures, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

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

Part-I
Section-II. Bid Data Sheet

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

Introduction	
ITB 1.1	Name of Procuring Agency: <i>[Admin Department]</i> , Board of Management Sundar Industrial Estate
ITB 1.1	Name of Project: [Horticulture Machinery) at SIE]
ITB 1.1	Name of Contract: [Supply of Horticulture Machinery) at SIE]]
ITB 4.1	Name of Procuring Agency: <i>[Board of Management Sundar Industrial Estate]</i>
ITB 6.1	For clarification purposes, the Employer's address is: <i>[Board of Management Sundar Industrial Estate Gate no2 Raiwand Road Lahore]</i> Requests for clarification shall be received by the Employer no Later than 07 days before closing date.
ITB 8.1	Language of the bid - English

Bid Price and Currency	
ITB 11.2	The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges: <i>[Board of Management Sundar Industrial Estate Gate no2 Raiwand Road Lahore]</i>
ITB 11.5	The price shall be in Pak Rupees and shall be fixed.

Preparation and Submission of Bids	
ITB 13.2	a. NTN and GST Registration Certificate
ITB 13.3 (b)	Audited Balance Sheet or Bank Statement for the last financial years (up to June 2021).
ITB 13.3 (d)	Qualification requirements. In addition to ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfill the following: -

	<ol style="list-style-type: none"> 1. Profile of company. 2. Valid Sales Tax Registration. 3. Valid Income Tax Registration. 4. Bid security as described in Bid Data Sheet 5. Copy of Tender Purchase Receipt. 6. Bidder shall submit their financial capabilities in form of Bank Statements, for last year. 7. Undertaking on Rs.100 stamp paper regarding not blacklisted by any Govt. or bilateral/multilateral financial institutions. 8. Record of at least 3 previous supply of same products.
ITB 14.3 (b)	A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets.
ITB 15.1	<p>Amount of Bid Security: Supply of Horticulture Machinery: Rs.41,839/-</p> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Bank Guarantee, CDR, Bank Draft, or Pay Order in favor of [Procuring Agency] valid for thirty (30) days beyond the validity of bid.</p>
ITB 16.1	Bid Validity Period: 180 days after the date of opening of bid.
ITB 17.1	Number of Copies: Original along with one Copy of the bid. Bids must be accompanied by unit price and total price.
ITB 18.2 (a)	Address for Bid Submission: <i>[Board of Management Sundar Industrial Estate Gate no2 Raiwand Road Lahore</i>
ITB 18.2 (b)	IFB Title and Number: BOMSIE/ADMIN/HORTI/2021-22/006
ITB 19.1	Deadline for Bid Submission: (13-07-2022) Time 11:00hrs
ITB 20.1	Time, Date, and Place for Bid Opening: [11:30]hrs dated (13-07-2022) <i>Board of Management Sundar Industrial Estate Gate no2</i>

	<i>Raiwand Road Lahore</i>
Bid Evaluation	
ITB 21.1	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.
Contract Award	
ITB 22.1	Percentage for quantity increase or decrease: 4.5 % of total contract value
Performance Security	
SCC 3.	10 % of contract amount after issuance of Letter of Intent to successful bidder and release Performance Security after completion of DLP.
Retention Money	
SCC 16.	N/A
Defect Liability Period:	
SCC 17.	90 days.
Payment for Goods Supplied:	
SCC 9.	The quantities given in the BOQ are merely estimation. Payment to the Contractor shall be made after 100% Completion of delivery.
Completion Time:	
SCC 19.	45 days from the Date of Work Award

Part-I
Section-III. Schedule Requirements

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

TABLE 1 DELIVERY SCHEDULE

Sr	Location	Item	Qty	Delivery Period from the date of Notification of Award
1	<i>BOM-SIE</i>	Supply of Horticulture Machinery	1	45 Days from the date of Purchase Order

Detail of Machinery Required

S. no	Items / Description	Qty
1	Water Bowzer : 1500 Gallons	1
2	Tractor Mounted Backhoe	1
3	Tractor Mounted Rough Cutter	1

Part-I

Section-IV. Technical Specifications

WATER BOWZER

Features:-

Water Bowzer is used for storage & supply of water for: (1) Watering plants (2) Road spray (3) Agricultural purpose (4) Horticulture (5) Construction application (6) Fire Extinguisher during fire hazards. A sheet partition is provided for tank's stability against jerks created by water during transportation.

Specifications:-

Sr.	Description	Tractor Mounted
1	Capacity	1500G
2	Sheet	3mm
3	Frame	8" x 3" channel type, reinforced
4	Filling Points	02 x filling points
5	Tank fixing on frame	1500 Gallons: Three point padding
6	Ladder	01 No. (Two point padding)
7	Road sprinkler	01 No. at rear side
8	Shape	Oval/semi-elliptical: ensuring low center of gravity.
9	Tyres/Rims	04 No. (9.00x20)
10	Drain Valve	02 No. (Via pump & bottom tank)
11	Filling Device	Water set (Centrifugal Pump) 2" x 2.5" with ball valve & Necessary fitting with PTO Drive
12	Delivery House	2" x 100 ft. canvas
13	Suction House	3" x 20 ft. for suction from any external any source like Pound, reinforced PVC
14	Inside Paint	Antirust
15	Water Gun	Water Gun for distant spray (70 ft) for washing trees etc. Capable of rotating 360° horizontally & 90° vertically



BACKHOE

Backhoe can be attached and detached from the Tractor within a little time. Can also be mounted with front attachments.

SPECIFICATIONSS:

3 Point Linkage	1 & 2
Minimum Tractor HP	60-80 HP
Maximum digging depth	116"
Digging depth (two foot flat bottom)	106"
Reach from swing pivot	159"
Boom Height from ground	132"
Transport height	102"
Bucket Size	16"/18"
Extra PTO Pump	Installed
Swing arc	145 degree
Stabilize Spread down (Operating)	96"
Stabilize spread up (Transporting)	66"
Oil Tank with filter	80ltr
Control valve 210 bar with joystick handle	06 Spool
House Pipe	4000 PSI



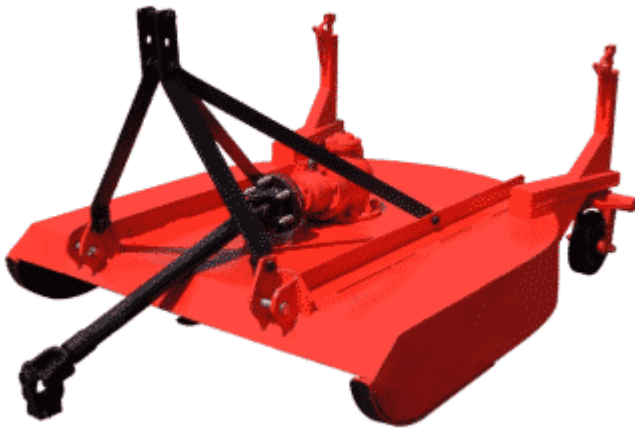
ROUGH CUTTER

Features:-

Rotary Slasher is an agricultural machine which is used for cutting unwanted grass. The rotary slasher is manufactured through fixtures & dies which ensure joining accuracy as well as interchangeability. It has a heavy duty gear box and rugged frame which can withstand rough and tough wild grass, anchored straw and bushes. It is designed for fast application to any type of 50-80HP tractors with three point linkage.

Specification:

- Safety Chain Shield Standard.
- Tractor driven suitable for P.T.O 540 rpm.
- Rotary Slasher has reversible steel blades for cutting wild grass, shrubs, weeds, sugarcane stacks, etc.
- Cutting width: 6-8 feet (approx.)
- Height adjustment: 25 mm to 200 mm.
- Heavy Duty two cutter blades moveable.
- Heavy Duty gear-box operated with P.T.O shaft.



Part-I
Section-V. Bidding Forms
1. Bid Submission Form

Date: _____
 No: _____ To

[Client Address]

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 10% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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

Dated this _____ day of _____ 20_____

 [Signature]

 [In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Manufacturer's Authorization Form

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

To: *[name of the Procuring Agency]*

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

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

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

[signature for and on behalf of Manufacturer]

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

3. Price Schedules

Sr.	Item/Description	Total Amount including all taxes (PKR.)
1	Water Bouzer : 1500 Gallon	
2	Tractor Mounted Backhoe	
3	Tractor Mounted Rough Cutter	
	Total Price	
	<u>Amount In Words:</u>	

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. The supplier has to provide the following free of cost:
 - i. At site complete training of Procuring Agency's nominated staff regarding maintenance and operation of Goods.
 - ii. At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of goods.

Part-II

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of _____ 20 between *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") of the one part and *[name of Supplier]* of (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT 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. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or 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 Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

2. Performance Security Form

To:

[Client Address]

WHEREAS {name of Supplier} (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated 20 to supply [description of goods and services] (hereinafter called "the Contract").

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

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

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

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

Signature and seal of the Guarantors

{name of bank or financial institution}

{address}

{date}

Part-II

Section II. General Conditions of Contract

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated;

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Goods, as named in SCC.
- (h) "The Procuring Agency's Country" is Islamic Republic of Pakistan.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

- 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 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.2 The origin of Goods and Services is distinct from the nationality of the supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank** 5.1 The Supplier shall not, without the Procuring Agency ' s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier ' s performance under the Contract if so, required by the

Procuring Agency.

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

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.

7. Performance Security

7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Procuring Agency; or

(b) a cashier's or certified check.

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

8. Inspection and Tests

8.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The

Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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

8.4 The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan 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 sellers' responsibility.

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare Parts

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

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

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified

otherwise in SCC.

15.3 The Purchaser 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 purchaser.

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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak rupees.

17. Price

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 Purchaser's request for bid validity extension, as the case may be.

18. Change Order

18.1 The purchaser 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 purchase;
- (b) the method of shipment or packing;
- (c) the place of delivery, and/or
- (d) the services to be provided by the supplier.

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

19. Contract Amendments

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

20. Assignment

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

21. Sub-Contract

21.1 The Supplier shall notify the Purchaser 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 Sub-Contracts 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 Purchaser 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 Purchaser in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Supplier's notice, the Purchaser 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
Damage**

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 Purchaser 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination
for Default**

24.1 The Purchaser, 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 parts:

- (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 Purchaser 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 Purchaser 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 Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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 Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**27. Termination
for Convenience**

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

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect;

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

**28. Resolution of
Disputes**

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

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed 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 Islamic Republic of Pakistan.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax 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 Purchaser.

Part-II

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 Clause 1)

GCC 1.1 (g)-The Purchaser is: [Board of Management Sundar Industrial Estate]

GCC 1.1 (h)-The Purchaser's country is: Islamic Republic of Pakistan

GCC 1.1 (i)-The Supplier is: [Detail]

GCC 1.1 (j)-The Project Site is: [Board of Management Sundar Industrial Estate]

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

GCC 7.1-The amount of performance security, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) after issuance of Letter of Intent to successful bidder and release Performance Security after completion of DLP. The performance security in the shape of CDR, Pay Order, Demand Draft non-recourse,

irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspection and Tests (GCC Clause 8)

GCC 8.6-

Inspection and tests prior to delivery of goods and at final acceptance are: -

- i) For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)
- ii) For Physical Fitness having No Damages (Certificate from supplier)
- iii) For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)
- iv) For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by PMU)
- v) For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning). It shall be responsibility of bidder to develop understanding with project at their own risk and cost.
- vi) Conditional or incomplete bids shall not be accepted and shall be disqualified.

5. Delivery and Documents (GCC Clause 10)

GCC 10.3-

Upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier' s invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

6. 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.

7. Incidental Services (GCC Clause 13)

GCC 13. I-Incidental services to be provided are:

A) At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods.

8. Warranty (GCC Clause 15)

GCC 15.2-In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty) from date of Handing Over (Final Acceptance) of the Goods whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 5% of the contract price.

or

(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5-the period for correction of defects in the warranty period is 72 hours.

9. Payment (GCC Clause 16)

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

Payment for Goods supplied:

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

Billing Cycle: 100% payment will be made after delivery of goods.

- (i) **Payment against Delivered Goods:** Upon submission of claim, the supplier shall be paid within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned in SCC 4.

10. Prices (GCC Clause 17)

GCC 17.1-Prices shall be: Fixed.

11. Liquidated Damages (GCC Clause 23)

GCC 23.1-Applicable rate: 0.1 % of contract price per day Maximum deduction: 5 % of contract price

12. Resolution of Disputes (GCC Clause 28)

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

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

13. Governing Language (GCC Clause 29)

GCC 29.1-The Governing Language shall be: English.

14. 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 Labor System (Abolition) Act of 1992

The Factories Act 1934

15. Notices (GCC Clause 31)

GCC 31.1-Purchaser's address for notice purposes - Office of Board of Management Gate no 2 Sundar Industrial Estate, Lahore.

16. Retention Money.

Retention money equal to Five (05%) of the Work done will be deducted from each payment and will be released after successful completion of Defect Liability period (DLP). (N/A)

17. Defect Liability Period:

90 days for date of delivery.

18. Material Testing:

Material testing cost shall be responsibility of Bidders.

19. Completion Time:

45 days from the date of Work Award.

SPECIAL CONDITIONS OF CONTRACT

1. The Bidder shall agree with the Procuring agency the time and place for the testing of any material as provided within contract.
2. If as a result of the inspection, examination or testing, the delivered Works / work do NOT fulfill the agreed requirements of the Employer, the Engineer may reject the products and upon failure to meet the Employer's requirements as per the Tender Documents, the contract may be terminated. Putting the supplier/contractor in default.
3. The original offer / bid security should be submitted. Photocopies shall not be entertained and result in rejection of Bid.
4. Bidder shall submit warranty/guarantee certificate on company letter head duly signed and stamped of one year at time of delivery at Procuring Agency's site.
5. In case of Public Holiday / Close Day on the day of tender opening, tender shall be opened on next working day.
6. Any bidder, that fail to meet the eligibility criteria and submit uncompleted documents shall be rejected.
7. It shall be responsibility of bidder to develop understanding with project at their own risk and cost.
8. All required test responsibility of contractor
9. In case of Public Holiday / Close Day on the day of tender opening, tender shall be opened on next working day.

-Supplier's address for notice purposes: