

STANDARD BIDDING DOCUMENT

REQUEST FOR PROPOSAL
(R F P)

RFP No. SIE/ADMIN/2023-24/Horti Equipment/006

Procurement Of Horti Equipment
(Admin Department)

2023-24

Issued To M/s

Board of Management, Sundar Industrial Estate (BOM-SIE)
Sundar Industrial Estate, Sundar Raiwind Road, Lahore Ph. 00 92 42 35297291-3

Board of Management Sundar Industrial Estate (BOM-SIE)

Invitation For Bids (IFB)

1. Sundar Industrial Estate intends to invite sealed bids for procurement of Horticulture Equipment **at SIE**, against an estimated expenditure of Rs. 11,50,500/-. 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.
2. The bidding process shall be open bidding competition under **Single stage One envelope** procedure.
3. 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 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.
4. All bids prepared in accordance with the requirement of bid document along with the bid security @ 2% (Rs.23,010 /-) in the form of CDR/Pay order/Bank draft or Bank guarantee 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 29-02-2024 (11:00 hrs.) which shall be opened on the same date on or after 29-02-2024 (12:00hrs)
5. 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#2 Raiwind Road Lahore.
6. The bidder shall also be required to submit an undertaking on Rs. 100 stamp papers 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.
7. 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 Email Info@sie.com.pk.
8. **NOTE:** Only those requests seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received 07 days prior to the deadline for the submission of the bid shall be responded.

HOD ADMIN BOM SIE

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Part-I

Section I. Instructions to Bidders (ITB)

A. Introduction

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|---------------------------------------|--|
| 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 Horticulture Equipment hereinafter referred as goods. |
| 2. Eligible Bidders | <p>2.1 This invitation for Bids is open to all suppliers, except as provided hereinafter.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>2.5 All bidders should be registered with Income Tax, Sales Tax Departments of Federal Government and Punjab Revenue Authority (where applicable).</p> |
| 3. Eligible Goods and Services | <p>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.</p> <p>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.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p> |
| 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 (Where Applicable)
- (e) Bid Submission Form
- (f) Manufacturer's Authorization Form (Where Applicable)
- (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 as well as all correspondence and documents related to the bid exchanged by a bidder and the Procuring Agency shall be in the bid language stipulated in the Bidding Data. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

8.2 Each Bidder shall:

- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder.

9. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) The partner-in-charge shall always be duly authorized to deal with the Procuring Agency regarding all matters related with and/or incidental to the supply of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Procuring Agency.

IB.10. Mandatory Documents to be attached with Bid

Applicant/Bidder must attach following documents with Technical Proposal: -

- 10.1 Profile of Company.
- 10.2 Bidder shall submit their financial capabilities in form of Balance Sheet / Bank Statement for last three-year having worth of at least Rs. 3.0 million.
- 10.3 Tender Purchase Receipt.
- 10.4 Record of at least 3 previous supplies of Horticulture Equipment.

- 10.5 Documentary evidence of registration with FBR regarding Income Tax, Sale Tax
- 10.6 Undertaking on Rs.100 stamp paper regarding not blacklisted by any Govt. or bilateral/multilateral financial institutions.
- 10.7 Price schedule duly filled, signed and stamped.
- 10.8 2% Bid security i.e. PKR 23,010/- of estimated price should attach issued by scheduled bank of Pakistan in shape of CDR/DD/PO/Bank Draft in favor of Board of Management, Sundar Industrial Estate.
- 10.9 Bidder shall submit certificate for tender requirement/compliance.

IB.11 Bid Prices

- 11.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 11.2 The Bidder shall submit the Price Schedules for Works, according to their origin as appropriate, using the forms furnished in Appendices to Bid.
- 11.3 Unless stated otherwise in the Bidding Documents (in Lots under Schedule C to Bid), the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.
- 11.4 The Bidders shall fill in rates and prices for all items of the Works described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.
- 11.5 All duties, taxes and other levies payable by the Contractor / Vendor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Works to the Procuring Agency. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Agency's Country, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

IB.12 Currencies of Bid and Payment

- 12.1 The unit rates and the final prices shall be quoted by the Bidder entirely in Pak rupees including all Taxes Duties and levies applicable.

IB.13 Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB 4, Bidders shall:

- (a) Provide the eligibility documents as per ITB Clause 2 and 3; and
- (b) If the Bidder is an existing or intended JV in accordance with ITB 4.1 and 11.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

IB.14 Documents Establishing the Eligibility of the Works

- 14.1 To establish the eligibility of the Works in accordance with ITB Clause 1-3, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, & Appendices to Bid.

IB.15 Documents Establishing the Conformity of the Works to the Bidding Document

- 15.1 To establish the conformity of the Works to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Works and be supplied conform to the specified requirements.
- 15.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Works.
- 15.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Delivery and Completion Schedule, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

IB.16 Documents Establishing the Qualification of the Bidder

- 16.1 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 that the Bidder meets each of the qualification criterion specified in Bidding Documents.
- 16.2 If so, required in the Bidding Data, a Bidder that does not manufacture or produce the Works it offers to supply shall submit the Manufacturer's Authorization using the appended form to demonstrate that it has been duly authorized by the manufacturer or producer of the Works to supply these Works in the Procuring Agency's country.
- 16.3 If so, required in the Bidding Data, a Bidder that does not conduct business within the Procuring Agency's Country shall submit evidence that it will be represented by an Agent in the 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.

IB.17 Bid Validity

- 17.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening.
- 17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A

Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance in all respects.

IB.18 Bid Security

- 18.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount **stipulated in the Bidding Data in Pak Rupees.**
- 18.2 The Bid Security shall be, at the option of the Bidder, in the form CDR/DD/PO/Bank Guarantee from Scheduled Bank in favor of **Board of Management, Sundar Industrial Estate.**
- 18.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 18.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 18.5 The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement/issuance of Purchase Order.
- 18.6 The Bid Security may be forfeited:
- (a) If the Bidder withdraws his bid except as provided in **Sub-Clause 26.1**;
 - (b) If the Bidder does not accept the correction of his Bid Price pursuant to **Sub-Clause 31.2** hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.19 Alternate Proposals by Bidder

- 19.1 Should any Bidder consider that he can offer any advantages to the Procuring Agency by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed manufacturing methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 19.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Procuring Agency as the basis for the award of Contract to such Bidder.

IB.20 Performance Security

- 20.1 10% of contract amount after issuance of Letter of Intent to successful bidder.

IB.21 Format and Signing of Bid

Bidders Sign / Stamp

- 21.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 21.2 All Appendices and Schedules to Bid are to be properly completed and signed.
- 21.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 21.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 21.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 21.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 21.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 21.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.22 Sealing and Marking of Bids

- 22.1 Each Bidder shall submit his bid as under:
 - (a) Technical/Financial proposal as per clause **IB.11** shall be submitted in sealed envelope.
 - (b) Both technical and financial proposals shall be placed in single envelope.
 - (c) The outer envelope shall be clearly marked as ORIGINAL and COPY of bid and addressed/identified as given in Sub-Clause 23.2 hereof.
 - (d) The Bids shall be opened and evaluated as mentioned IFB Clause 2 inline to PPRA rules.
- 22.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 22.3 In addition to the identification required hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

- 22.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.23 Deadline for Submission of Bids

- 23.1 (a) Bids must be received by the Procuring Agency at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 23.2 The Procuring Agency may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the original deadline shall remain consistent with the deadline as extended.

IB.24 Late Bids

- (a) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed in Clause IB.23 will not be entertained.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.25 Modification, Substitution and Withdrawal of Bids

- 25.1 Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Agency at least three days prior to the deadline for submission of bids.
- 25.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.23 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 25.3 No bid shall be allowed to be modified by a Bidder after the deadline for submission of bids.
- 25.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security.

E. BID OPENING AND EVALUATION

IB.26 Bid Opening

- 26.1 The Procuring Agency will open the bids, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 26.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.26 shall not be opened.
- 26.3 The Bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency at the opening of bids. The bid validity shall be **180 days** commencing from the date of opening of the bid.
- 26.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present during tender opening.

IB.27 Process to be Confidential

- 27.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder to influence the Procuring Agency's processing of bids or award decisions may result in the rejection of such Bidder's bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.28 Clarification of Bids

- 28.1 To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids.

IB.29 Examination of Bids and Determination of Responsiveness

- 29.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each bid is substantially responsive to the requirements of the Bidding Documents or not.

- 29.2 For Single Stage One Envelop, Both Technical and Financial Bids shall opened/evaluated. Or for Single Stage Two Envelop tenders, the envelope containing Technical Proposal will be opened first and bid will be evaluated as per IB.10 to 13. The envelope containing Financial Proposal will be opened only of those bidders who found technically responsive. Financial bid of non-responsive bidders shall be returned unopened except those who prefer going for grievance against the technical evaluation.
- 29.3 A substantially **Responsive Bid** is one which (i) meets the eligibility criteria; has been properly signed; (iii) is accompanied by the required Bid Security; (iv) prepared in-line with requirements stated and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 29.4 If a bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.30 Correction of Errors

- 30.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Errors will be corrected by the Procuring Agency as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern and the unit rate will be corrected.
- 30.2 The amount stated in the Form of Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with **Sub-Clause 18.6(b)** hereof.

IB.31 Evaluation and Comparison of Bids

- 31.1 In evaluating the Bids, the Procuring Agency will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies; and
 - (c) Making an appropriate adjustment for any other acceptable variation or

deviation from specification or performance criteria

31.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

31.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Procuring Agency's estimate of the cost of Works to be delivered under the Contract, the Procuring Agency may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Procuring Agency may require that the amount of the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the Procuring Agency against financial loss in the event of default of the successful bidder under the Contract.

IB.32 Post Qualification of the Bidder

32.1 An affirmative determination shall be a prerequisite for award of the Contract to the respective Bidder. A negative determination shall result in rejection of the Bid.

32.2 The Procuring Agency reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Procuring Agency may in case of consistent poor performance of any Bidder as reported by the Procuring Agency's of the previously awarded contracts, interalia, reject his bid.

D. Award of Contract

IB33. Award Criteria

33.1 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.

Ib34. Procuring Agency's Right to Vary Quantities at Time of Award

34.1 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.

IB35. Procuring Agency's Right to Accept or Reject All Bids

35.1 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.

- 36. Announce of Evaluation Report** 36.1 In terms of Rule 37 of Rules ibid the result of bid evaluation in the form 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.
- 37. Notification of Award** 37.1 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.
- 37.2 The notification of award will constitute the formation of the contract.
- 37.3 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.
- 38. Signing of Contract** 38.1 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 IB20.
- 38.2 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.
- 39. Performance Security** 39.1 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.
- 39.2 Failure of the successful Bidder to comply with the requirements, shall constitute sufficient grounds for the annulment of the award and forfeiture of the security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder or call for new bids
- 40. Corrupt or Fraudulent Practices** 40.1 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.

40.2 Furthermore Bidders shall be aware of the provision stated in 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: <i>[Procurement of Horticulture Equipment]</i>
ITB 1.1	Name of Contract: <i>[Procurement of Horticulture Equipment]</i>
ITB 6.1	For clarification purposes, the Employer's address is: <i>[Board of Management Sundar Industrial Estate Gate no2 Raiwind Road Lahore]</i> Requests for clarification shall be received by the Employer no Later than <i>07 Days before Bid Opining</i>
ITB 8.1	Language of the bid – English
ITB 10	<u>Mandatory Documents</u> <ul style="list-style-type: none"> ➤ Profile of Company. ➤ Bidder shall submit their financial capabilities in form of Balance Sheet / Bank Statement for last three-year having worth of at least Rs. 3.0 million. ➤ Tender Purchase Receipt ➤ Record of at least 3 previous supplies of Horticulture Equipment. ➤ Documentary evidence of registration with FBR regarding Income Tax, Sale Tax ➤ Undertaking on Rs.100 stamp paper regarding not blacklisted by any Govt. or bilateral/multilateral financial institutions. ➤ Price schedule duly filled, signed and stamped. ➤ 2% Bid security i.e. PKR 23,010/- of estimated price should attach issued by scheduled bank of Pakistan in shape of CDR/DD/PO/Bank Draft in favor of Board of Management, Sundar Industrial Estate.

Bid Price and Currency	
ITB 11.2	The price shall be in Pak Rupees and shall be fixed. Form of Bid and Price Schedule should be filled with signed and stamped.

ITB 11.5	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 Raiwind Road Lahore]</i>
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Preparation and Submission of Bids								
ITB 13	a. NTN and GST Registration Certificate							
ITB 16.1	<p>Qualification requirements:</p> <p>1. The potential bidder must also fulfill the following: -</p> <ul style="list-style-type: none">• Profile of Company.• Bidder shall submit their financial capabilities in form of Balance Sheet / Bank Statement for last three year having worth of at least Rs.3.0 million.• Tender Purchase Receipt• Record of at least 3 previous supplies of Horticulture Equipment.• Documentary evidence of registration with FBR regarding Income Tax, Sale Tax• Undertaking on Rs.100 stamp paper regarding not blacklisted by any Govt. or bilateral/multilateral financial institutions.<ul style="list-style-type: none">• Price schedule duly filled, signed and stamped.• 2% Bid security i.e. PKR 23,010/- of estimated price should attach issued by scheduled bank of Pakistan in shape of CDR/DD/PO/Bank Draft in favor of Board of Management, Sundar Industrial Estate.• Bidder shall submit certificate for tender requirement/compliance. <p>2. Price schedule duly filled, signed and stamped.</p>							
ITB 18.2	<p>Amount of Bid Security:</p> <table><tr><th>Sr. No</th><th>Item</th><th>Bid Security</th></tr><tr><td>1.</td><td>Complete Lot Horticulture Equipment</td><td>2% of bid value</td></tr></table> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of, CDR, Bank Draft, or Pay Order in favor of [Board of Management Sundar Estate] valid for (180) days beyond the validity of bid.</p>		Sr. No	Item	Bid Security	1.	Complete Lot Horticulture Equipment	2% of bid value
Sr. No	Item	Bid Security						
1.	Complete Lot Horticulture Equipment	2% of bid value						
ITB 17.1	Bid Validity Period: 180 days after the date of opening of bid.							
ITB 22.1	Number of Copies: Original along with one Copy of the bid. Bids must be accompanied by unit price and total price.							

ITB 22.2	Address for Bid Submission: <i>[Board of Management Sundar Industrial Estate Gate no2 Raiwind Road Lahore]</i>
ITB 22.3	IFB Title and Number [SIE/ADMIN/2023-24/Horticulture Equipment/006]
ITB 23.1	Deadline for Bid Submission: 29-02-2024 Time 11:00hrs
ITB 23.1	Time, Date, and Place for Bid Opening: 12:00hrs dated 29-02-2024 <i>Board of Management Sundar Industrial Estate Gate No 2 Raiwind Road Lahore</i>
Bid Evaluation	
ITB 31	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.

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.	5%
Defect Liability Period:	
SCC 17.	60 DAYS

Payment for Goods Supplied:	
SCC 9.	100 % payment will be made after complete delivery

Completion Time:	
SCC 19.	45 days from the Date of Work Award

CHECK LIST

S. No.	Descriptions	Status	
		Yes	No
1	Profile of Company. (Pls. attach Company profile).		
2	Bidder shall submit their financial capabilities in form of Balance Sheet / Bank Statement for last three year having worth of at least Rs.3.0 million (Pls. attach)		
3	Tender Purchase Receipt (Copy attached)		
4	Record of at least 3 previous supplies of Horticulture Equipment.		
5	Valid Documentary evidence of registration with FBR regarding Income Tax, Sale Tax (Pls. attach)		
6	Undertaking on Rs.100 stamp paper regarding not blacklisted by any Govt. or bilateral/multilateral financial institutions. (Pls. attach in original)		
7	Price schedule duly filled, signed and stamped in tender document.		
8	2% Bid security i.e. PKR 23,010/- of estimated price should attach issued by scheduled bank of Pakistan in shape of CDR/DD/PO/Bank Draft in favor of Board of Management, Sundar Industrial Estate. (Pls. attach in original)		

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

S. no	Items / Description	Qty	Delivery Time After Award of Contract
1	<u>Engine mounted grass cutter :</u> Honda or Equaling Engine: 5.5HP Mowing width: 25" 635mm Mowing Height: 11 – 38mm Cylinder diameter: 6.3"/ 161mm Blade: 7-Blade Reel Drive System: Chain & Sprocket Construction: Steel	3	
2	<u>Bush cutter engine operated:</u> Hyundai or equaling 34.4CC cycle air cooled, Cutting nylon string spool, engine type: 2-cycle, force air-cooled,	8	

Note: The above Material shall be Provide at the location identified by the clientcomplete in all respects.

Part-I

Section-IV. Technical Specifications

S. no	Items / Description
1	<p><u>Engine mounted grass cutter :</u> Honda or Equaling Engine: 5.5HP Mowing width: 25” 635mm Mowing Height: 11 – 38mm Cylinder diameter: 6.3”/ 161mm Blade: 7-Blade Reel Drive System: Chain & Sprocket Construction: Steel</p>
2	<p><u>Bush cutter engine operated:</u> Hyundai or equaling 34.4CC cycle air cooled, Cutting nylon string spool, engine type: 2-cycle, force air-cooled,</p>

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 180 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**LOT-1: [Item Name]**

S. no	Items / Description	Qty	Unit Price Inc of all Tax	Total Price Inc of all Tax
1	<u>Engine mounted grass cutter</u>	3		
2	<u>Bush cutter engine operated</u>	8		
	<u>Grand Total (Inc Of All Tax)</u>			

Amount in Words:

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.

Signature : _____

Stamp : _____

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of _____ 23 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

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, Equipment, 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.
- (a) "The Engineer" Means HOD (BCD/Engineering, BOM-SIE

- 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) The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security @ 10% of the contract amount at the option of the bidder, in the form of Bank Guarantee or CDR for the amount and validity specified in Contract Data.
- 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.
- 9. Packing** 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their 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 extreme temperatures, salt and precipitation during transit, and open storage. Packing

and weights shall take into consideration, where appropriate, the remoteness of the 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 conform with such special requirements as shall be expressly provided for in the Contract and any additional requirements, if any, specified in SCC, and in any subsequent instructions issued 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.

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.

15.3 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 referring to this Sub-Clause and stating the 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. If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty-one (21) days, terminate the Contract. 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 . 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. 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.

5. 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.

B) At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of goods.

The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

6. 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 against 100% payment against delivery.

(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.

7. Prices (GCC Clause 17)

GCC 17.1-Prices shall be: Fixed.

8. Liquidated Damages (GCC Clause 23)

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

9. 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.

10. Governing Language (GCC Clause 29)

GCC 29.1-The Governing Language shall be: English.

11. 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

12. 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.

13. 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).

14. Defect Liability Period:

01 Year from date of Completion Certificate.

15. Material Testing:

Material Testing cost shall be responsibility of Bidder

16. Completion Time:

45 days from the date of Work Award.

SPECIAL CONDITIONS OF CONTRACT

1. 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.

2. The original offer / bid security should be submitted. Photocopies shall not be entertained and result in rejection of Bid.

3. In case of Public Holiday / Close Day on the day of tender opening, tender shall be opened on next working day.

4. Any bidder, that fail to meet the eligibility criteria and submit uncompleted documents shall be rejected.

5. It shall be responsibility of bidder to develop understanding with project at their own risk and cost.

6. Under competent authority direction for material testing all cost shall be borne by supplier / contractor.
7. The procuring Agency reserve the right to impose a penalty of PKR 5000/- per day or cancel the work order/ purchase order with forfeit of the performance security, if successful Bidder do not start the project within 15 days from the date of signing of work order/ Purchase order.
8. Where there shall be discrepancy, PPRA Standard Bidding document shall prevail.
9. Conditional Bid will not be acceptable and liable for rejection of Bid.