



**GOVERNMENT OF SINDH
FINANCE DEPARTMENT**

Karachi dated the 03rd October, 2024

NOTIFICATION

FD (CTC-I) 03 (03)/2024-2025: In pursuance of Rule-31 read with proviso of sub-rules (4) and (5) of the Sindh Public Procurement Rules, 2010 (As amended from time to time); a Complaint Redressal Committee (CRC), is hereby constituted to redress the complaints / grievances of bidders that may arise during the procurement of goods and related services (i.e. Physical Assets and other Miscellaneous items) for the Offices of Finance Department, Government of Sindh under specific budgetary allocation for the financial year 2024-2025, with the following composition and ToRs:-

- 1.) Special Finance Secretary (Sr/Admn),
Finance Department, Government of Sindh. **Chairman**
- 2.) Representative of Accountant General Sindh
(not below the rank of BS-17). **Member**
- 3.) An independent professional from the relevant field
(to be nominated by the head of procuring agency). **Member**

Terms of References (ToRs):-

- (i) The Complaint Redressal Committee upon receiving a complaint from an aggrieved bidder may, if satisfied;
- (a) Prohibit the procurement committee from acting or deciding in a manner, inconsistent with rules and regulations;
 - (b) Annul in whole or in part, any unauthorized act or decision of the procurement committee; and
 - (c) Recommend to the Head of Department that the case be declared a mis-procurement if material violation of Act, Rules Regulations, Orders, Instructions or any other law relating to public procurement, has been established; and
 - (d) Reverse any decision of the procurement committee or substitute its own decision for such a decision, provided that the CRC shall not make any decision to award the contract.
- (ii) The CRC shall announce its decision within Seven (07) Days and intimate the same to the bidder and the SPPR Authority within three (03) working days. If the committee fails to arrive at the decision within Seven (07) days, the complaint shall stand transferred to the Review Committee which shall dispose of the complaint in accordance with the procedure laid down in SPPRA Rule-32, if the aggrieved bidder files the review appeal within Ten (10) days of such transfer;
- (iii) The Procuring Agency shall award the contract after the decision of the CRC;
- (iv) Mere fact of lodging of a complaint shall not warrant suspension of the procurement proceedings, provided that in case of failure of the CRC to decide the complaint; the procuring Agency shall not award the contract, until the expiry of appeal period or the final adjudication by the Review Committee.

**FAYAZ AHMED JATOI
SECRETARY FINANCE**

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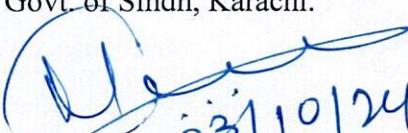
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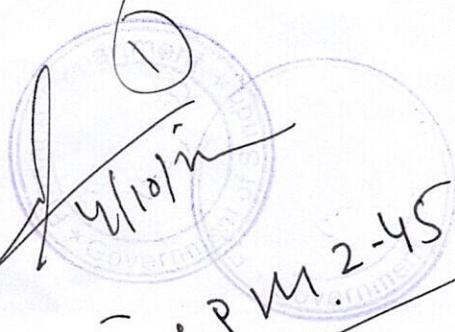
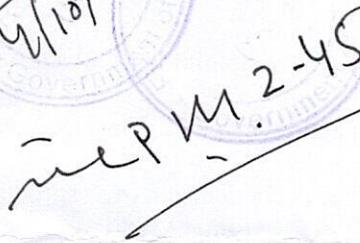
FD (CTC-I) 03 (03)/2024-2025

Karachi, Dated the 03rd October, 2024

A copy is forwarded for information and necessary action to:

1. The Accountant General, Sindh, Karachi, **with a request to nominate an Officer, not below BPS-17, as a member of the Complaint Redressal Committee.**
2. The Chairman / Members of the **Complaint Redressal Committee.**
3. The R.O to Secretary to Government of Sindh, Finance Department, Karachi.
4. The P.S to SFS (Sr/ Admn), Finance Department, Govt. of Sindh, Karachi.
5. The P.S to AFS (Admn/Sr), Finance Department, Govt. of Sindh, Karachi.
6. The P.S to DS (Admn & Accounts), Finance Department, Govt. of Sindh, Karachi.
7. Office Copy.


(DR. MARJAN FATIMA)
SECTION OFFICER (ADMN-I)
For Secretary to Government of Sindh



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GOVERNMENT OF SINDH
FINANCE DEPARTMENT

Karachi dated the 03rd October, 2024

NOTIFICATION

FD (CTC-I) 03 (03)/2024-2025:

In pursuance of Rules 7 & 8 of the Sindh Public Procurement Rules, 2010 (As amended from time to time), a Procurement Committee is hereby constituted to carry out procurement of goods and related services (i.e. Physical Assets and other Miscellaneous items) for the Offices of Finance Department, Government of Sindh under specific budgetary allocation for the financial year 2024-2025 with the following composition and ToRs:-

1.) Additional Finance Secretary (Sr/Admn), Finance Department, Government of Sindh.	Chairman
2.) Deputy Secretary (Admn & Accounts), Finance Department, Government of Sindh.	Member
3.) Section Officer (B&A), Finance Department, Government of Sindh.	Member / Secretary
4.) Representative (BPS-17), Information, Science & Technology Department, Government of Sindh	Member
5.) Representative (BPS-17), Services, General Administration & Co-ordination Department, Government of Sindh.	Member

Terms of Reference (ToRs):- The Committee shall be responsible for performing following tasks:

- Preparing and / or reviewing bidding documents;
- Carrying out Technical as well as financial evaluation of the bids;
- Preparing evaluation report as provided in Rule-45;
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

FAYAZ AHMED JATOI
SECRETARY FINANCE

FD (CTC-I) 03 (03)/2024-2025

Karachi, Dated the 03rd October, 2024

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A copy is forwarded for information to the:

- The Secretary (GA), SGA&CD, Govt. of Sindh, Karachi.
- The Secretary, IS&T Department, Govt. of Sindh, Karachi.
- The Chairman / Members of the Committee.
- The R.O to Secretary to Government of Sindh, Finance Department, Karachi.
- The P.S to SFS (Sr/ Admn), Finance Department, Govt. of Sindh, Karachi.
- The P.S to AFS (Admn/Sr), Finance Department, Govt. of Sindh, Karachi.
- The P.S to DS (Admn & Accounts), Finance Department, Govt. of Sindh, Karachi.
- Office Copy.

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(DR. MARJAN FATIMA)

SECTION OFFICER (ADMN-I)
For Secretary to Government of Sindh



Ph: 021-99222113

**GOVERNMENT OF SINDH
FINANCE DEPARTMENT**

Karachi, dated the 01st November, 2024

ANNUAL PROCUREMENT PLAN FOR THE CURRENT FINANCIAL YEAR 2024-2025
(GOODS & SERVICES)

Sr. No	Description of Procurement	Description of Item	Quantity (where applicable)	Estimated Unit Cost (where applicable)	Estimated Total Cost (In Millions)	Budget Allocation (In Millions)	Object Code	Source of Funds (ADP / Non-ADP)	Proposed Procurement Method	Timing of Procurements			
										1 st Qtr.	2 nd Qtr.	3 rd Qtr.	4 th Qtr.
1.	Procurement of Miscellaneous items under Frame Work Contract	LOT-I: Supply of Petty & Edible Items on monthly Basis	-	N/A	8.50	10.00	A03970-493	Non-ADP	Single Stage One Envelope Procedure	-	Oct	-	-
		LOT-II: Supply of customized printing articles on monthly basis:	-	N/A	4.20	45.00	A03902						
		LOT-III: Supply of Stationery items on monthly basis:	-	N/A	4.00	4.50	A03901						
2.	Procurement of Original supplies (HP Cartridges) for HP Printers	Supply of Original Supplies (HP Toners) for HP Printers	662-Units	N/A	47.00	100.50	A03970-20	Non-ADP	Single Stage One Envelope Procedure	-	Oct	-	-
3.	Procurement of Imported White Top Quality Papers for Printers & Photocopier Machines	A4 Size Papers (80-Grams) A4 Size Papers (70-Grams)	2500-Reams 3000-Reams	N/A	12.00		Non-ADP	Single Stage One Envelope Procedure	-	Oct	-	-	
4.	Procurement & Installation of I.T Hardware and Machinery Equipment for the Offices of Finance Department, Government of Sindh (Secretariat), Karachi.	Desktop Computers with LED Screens	40-Units	0.395	15.80	A09201	Non-ADP	Single Stage Two Envelopes Procedure	-	Oct	-	-	
		Laser Printers	20-Units	0.160	3.20								2.40
		Standby UPS	40-Units	0.105	4.20								3.00
		Image Documents Scanners	20-Units	0.215	4.30								4.80
		Laptop Notebooks	10-Units	0.690	6.90								7.00
		Indoor Wall mounted Split Air Conditioners 2.0 Ton (Inverter)	20-Units	0.210	4.20	6.30	A09601						
5.	Supply, Installation, testing and commissioning of Heavy Duty Generators in Finance Department Building No.6 (Secretariat) Karachi	Heavy Duty Generator (500-KVA)	01-Unit	40.00	40.00	34.00	A09601	Non-ADP	Single stage Two Envelopes Procedure	-	Oct	-	-

- The estimated total cost has been calculated based on current market rates.
- Enhancement of budget allocation as well as releases request are under process.
- Any other Procurement item(s) required on need basis shall be part of procurement plan & Revised Plan shall be reported to Sindh Public Procurement Regulatory Authority with the approval of the Competent Authority

(MUHAMMAD ADEEL)
SECTION OFFICER (B&A / CTC)
For Secretary to Government of Sindh



**FINANCE DEPARTMENT
GOVERNMENT OF SINDH**

**INVITATION FOR BIDS
(CATEGORY-A)**

**PROCUREMENT OF MISCELLANEOUS
ITEMS UNDER FRAME-WORK CONTRACT
SINGLE STAGE – ONE ENVELOPE BIDDING
PROCEDURE**



[Handwritten signature]

Address: Room no. 171, Caretaker Cell-I, Ground Floor, A.K. Lodhi Block –
Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.

Website: <https://www.finance.gos.pk/>

E-mail: procurementfd@finance.gos.pk

Telephone: +92 21 99222113

Fax: +92 21 99222110

SUMMARY

Notice Inviting Tender

Invitation for Bids – Procurement of Miscellaneous items under Frame-Work Contract

- LOT-I: Supply of Consumable / edible Items on monthly basis.
- LOT-II: Supply of customized printing articles on monthly basis.
- LOT-III: Supply of Stationery Items on monthly basis.

Bidding Document

PART 1 – BIDDING PROCEDURES

- Section I Instructions to Bidders (ITB)
- Section II Bid Data Sheet (BDS)
- Section III Evaluation and Qualification Criteria
- Section IV Bidding Forms

PART 2 – SUPPLY REQUIREMENTS

- Section V Schedule of Requirements

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

- Section VI General Conditions of Contract (GCC)
- Section VII Special Conditions of Contract (SCC)
- Section VIII Contract Forms

PART 4 – APPENDICES

- Appendix A Integrity Pact
- Appendix B Affidavit (Non-Blacklisting)
- Appendix C Power of Attorney

Notice Inviting Tenders

Invitation for Bids

CATEGORY-A: PROCUREMENT OF MISCELLANEOUS ITEMS UNDER FRAME WORK CONTRACT

IFB Ref. No.: FD (CTC-I) 03(03)/2024-2025
Karachi, dated the 2nd November, 2024

1. Government of Sindh (the '**Government**') has allocated the funds towards strengthening operational activities support to the offices of Finance Department (the '**Procuring Agency**'), which it intends to apply part of the proceeds of this funding toward the eligible payments under the procurement contract mentioned-below:

- **Category-A: (PROCUREMENT OF MISCELLANEOUS ITEMS UNDER FRAME WORK CONTRACT)**

LOT-I: Supply of Consumable / Edible items on monthly basis.

LOT-II: Supply of customized Printing Articles on monthly basis.

LOT-III: Supply of Stationery items on monthly basis.

Delivery: All the goods, conforming to the required specification, shall be delivered to the Procuring Agency within **1-5 business days on starting of every month** during the contract period effective from the contract signing date, as further specified under the bidding document.

2. The Procuring Agency now invites sealed bids from the eligible bidders for supplying of miscellaneous items with related services, as further detailed under the single bidding document issued for the said procurement.
3. Procurement will be conducted through national competitive bidding using a single stage-one envelope bidding procedure as specified in the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**'), and is open to all the eligible bidders as defined in the bidding document.
4. Bidders may bid on **lot wise / lumpsum basis** as mentioned thereunder. The contract(s) will be awarded to the bidder(s) offering the most advantageous bid, provided the bidder(s) meet the required qualification criteria and other terms & conditions mentioned under the bidding document.
5. Interested bidders may seek further information by obtaining the bidding document upon submission of written application alongwith a pay order / demand draft amounting to Rs. 1,500/- in favor of Drawing & Disbursing Officer, Finance Department Government of Sindh with effect from **3rd November, 2024** to **24th November, 2024** or downloading it the same from the websites of the Procuring Agency or SPPRA <https://www.finance.gos.pk/> or <https://portalsindh.eprocure.gov.pk/#/>
6. Bids containing requisite or supporting documents must be submitted **electronically** through designated e-procurement system i.e. E-Pak Acquisition and Disposal System (EPADS) of Sindh Public Procurement Regulatory Authority on or before **11:00 am** on **25th November, 2024**. **No physical bids shall be allowed**. Late Bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives at the address given below at **12:00 noon** on **25th November, 2024**.

7. All the bids shall remain valid for Ninety (90) days effective from the bids' opening date and must be accompanied by a corresponding bid security equivalent to 5% of the total quoted bid in the shape of pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of '**Drawing & Disbursing Officer, Finance Department, Government of Sindh**'.
8. The Procuring Agency reserves the right to reject any or all bids or cancel the bidding process, in whole or in part, at any time before accepting a bid(s), subject to the relevant provisions of the SPP Rules.
9. The address referred to above is:

Attention: Section Officer (B&A) / (CTC)
Finance Department, Government of Sindh

Address: Room No. 166, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.

Phone: +92 21 99222111

E-mail: procurementfd@finance.gos.pk

Website: <https://www.finance.gos.pk/>

Bidding Document

PROCUREMENT OF MISCELLANEOUS ITEMS UNDER FRAME-WORK CONTRACT (Single Stage-One Envelope Bidding Process)

IFB Reference No: FD (CTC-I) 03(03)/2024-2025
Procuring Agency: Finance Department, Govt. of Sindh
Address: Room No. 171, Caretaker Cell-I, Ground Floor, A.K. Lodhi Block –
Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-
Turk Road, Karachi.
Issued on: 03rd November, 2024

Bidding Document

Table of Contents

PART 1 – Bidding Procedures.....	2
Section I Instructions to Bidders	3
Section II Bid Data Sheet (BDS)	26
Section III Evaluation and Qualification Criteria	30
Section IV Bidding Forms.....	34
PART 2 – Supply Requirements	43
Section V Schedule of Requirements.....	44
PART 3 - Contract.....	64
Section VI General Conditions of Contract.....	65
Section VII Special Conditions of Contract.....	83
Section VIII Contract Forms.....	83
PART 4 – Appendices.....	93
Appendix A Integrity Pact.....	94
Appendix B Affidavit (Non-blacklisting)	95
Appendix C Power of Attorney	96

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders

Contents

A. General	5
1. Scope of Bid.....	5
2. Source of Funds.....	5
3. Eligible Bidders	5
4. Eligible Goods and Related Services	7
B. Contents of Request for Bids Document.....	8
5. Sections of Bidding Document	8
6. Clarification of Bidding Document	9
7. Amendment of Bidding Document.....	9
C. Preparation of Bids	9
8. Cost of Bidding.....	9
9. Language of Bid.....	9
10. Documents Comprising the Bid	9
11. Letter of Bid and Price Schedules	10
12. Alternative Bids	10
13. Bid Prices and Discounts	10
14. Currencies of Bid and Payment.....	12
15. Documents Establishing Eligibility and Conformity of Goods and related Services.....	13
16. Documents Establishing the Eligibility and Qualifications of the Bidder	13
17. Period of Validity of Bids	14
18. Bid Security.....	14
19. Format and Signing of Bid.....	15
D. Submission and Opening of Bids	16
20. Sealing and Marking of Bids.....	16
21. Deadline for Submission of Bids.....	16
22. Late Bids	17
23. Withdrawal, Substitution, and Modification of Bids	17
24. Bid Opening	17
E. Evaluation and Comparison of Bids	18
25. Confidentiality	18
26. Clarification of Bids	19
27. Deviations, Reservations, and Omissions	19
28. Determination of Responsiveness.....	19
29. Nonconformities, Errors and Omissions	20
30. Correction of Arithmetical Errors	20
31. Conversion to Single Currency.....	21
32. Margin of Preference.....	21
33. Evaluation of Bids	21
34. Comparison of Bids.....	23
35. Qualification of the Bidder	23
36. Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids	23

37. Bid Evaluation Reports..... 23

F. Award of Contract..... 24

38. Award Criteria 24

39. Procuring Agency's Right to Vary Quantities at Time of Award 24

40. Notification of Award 24

41. Signing of Contract..... 24

42. Performance Security..... 25

Section I – Instructions to Bidders (ITB)

A. General

- 1. Scope of Bid**

 - 1.1 In connection with the notice inviting tender, an invitation for bids (IFB), specified in the **Bid data sheet ('BDS')**, the Procuring Agency, as specified in the **BDS**, issues this bidding document for the supply of goods and related services incidental thereto, as defined in Section V – Schedule of Requirements. The name, identification, and LOT details of the IFB are specified in the **BDS**.
 - 1.2 Throughout this bidding document:

 - (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **BDS**, distributed or received through the electronic system used by the Procuring Agency) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means a calendar day unless otherwise specified as “business day”. A business day is any official working day and excludes any public holiday announced by the Government of Sindh.
- 2. Source of Funds**

 - 2.1 The Procuring Agency specified in the **BDS** has applied for or received funds from the Government of Sindh (the **'Government'**) in an amount toward the project or scheme named in the **BDS**. The Procuring Agency intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
 - 2.2 Payment of the funds will be made only at the request of the Procuring agency and upon approval by the Government of Sindh of the competent Authority, and in case of a project will be subject in all respect to the terms and conditions of the agreement, if any relating to a project.
- 3. Eligible Bidders**

 - 3.1 A bidder may be a firm that is a private entity, a state-owned enterprise or institution, subject to ITB 3.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, as specified in the **BDS**. In the case of a joint venture, as specified in the **BDS**, all members shall be jointly and severally liable for executing the entire contract in accordance with the contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all of the members of the JV during the bidding process and, in the event the JV is awarded the contract during contract execution. Unless specified in the **BDS**, there is no limit on the number of members in a JV.

- 3.2 A bidder shall not have a conflict of interest. Any bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have conflict of interest for the purpose of this bidding process if the bidder is:
- (a) directly or indirectly controls, is controlled by or is under common control with another bidder; or
 - (b) receives or has received any direct or indirect subsidy from another bidder; or
 - (c) has the same legal representative as another bidder; or
 - (d) has a relationship with another bidder, directly or through common third parties, that puts it in a position to influence the bid of another bidder or influence the decisions of the Procuring Agency regarding this bidding process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (f) or any of its affiliates have been hired (or is proposed to be hired) by the Procuring Agency or Government for the contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the fund) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/ or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from a such relationship has been resolved in a manner acceptable to the extent of the bidding process and execution of the contract.
- 3.3 A firm that is a bidder (either individually or as a JV member as specified in the **BDS**) shall not participate in more than one bid, except for permitted alternative bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all bids in which the firm is involved. A firm that is not a bidder or a JV member may participate as a subcontractor in more than one bid as specified in the **BDS**.

- 3.4 A bidder may have the nationality of any country unless expressly mentioned otherwise in the **BDS**, subject to the restrictions pursuant to ITB 3.8. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the contract, including related services.
- 3.5 A bidder that has been blacklisted by any organization shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a contract or benefit from a Government-financed contract, financially or otherwise.
- 3.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's country may be eligible to compete and be awarded a contract(s) only if they can establish, in a manner acceptable under the SPP Rules, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under the supervision of the Procuring Agency.
- 3.7 A bidder shall not be under suspension or debarred from bidding by the Procuring Agency as the result of any action prescribed under the SPP Rules, 2010.
- 3.8 Firms and individuals may be ineligible if so indicated in the bidding document and (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 3.9 A bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- 3.10 A firm that is under a sanction of debarment by the Government from being awarded a contract is ineligible to participate in this procurement.
- 4. Eligible Goods and Related Services**
- 4.1 All the goods and related services to be supplied under the contract and funded by the Government may have their origin in any country unless expressly mentioned otherwise under the SPP Rules and other laws, as applicable.
- 4.2 For purposes of this ITB, the term "goods" includes commodities, raw materials, machinery, equipment, and industrial plants, and "related services" include insurance,

installation, training, and initial maintenance as specified under Section V – Schedule of Requirements.

- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

5. Sections of Bidding Document

- 5.1 The bidding document consists of Parts 1, 2, 3, and 4, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.

PART 1 Bidding Procedures

- Section I – Instructions to Bidders (ITB)
- Section II – Bidding Data Sheet (BDS)
- Section III – Evaluation & Qualification Criteria
- Section IV – Bidding Forms

PART 2 Supply Requirements

- Section V – Schedule of Requirements

PART 3 Contract

- Section VI – General Conditions of Contract (GCC)
- Section VII – Special Conditions of Contract (SCC)
- Section VIII – Contract Forms

PART 4 Appendices

- Appendix A – Integrity Pact
- Appendix B – Affidavit (Non-blacklisting)
- Appendix C – Power of Attorney

- 5.2 The notice inviting tender, the invitation for bids (IFB), and any addenda or corrigenda issued by the Procuring Agency shall be treated as part of this bidding document.
- 5.3 Unless obtained directly from the Procuring Agency or downloaded from the websites of the Procuring Agency or Sindh Public Procurement Regulatory Authority ('SPPRA'), the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the bidding document in accordance with ITB 7. In case of contradiction, documents obtained directly from the Procuring Agency or downloaded from the authenticated websites referred to above shall prevail.
- 5.4 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its bid all the information or documentation as is required by the bidding document.

- 6. Clarification of Bidding Document**
- 6.1 A bidder requiring any clarification of the bidding document shall contact the Procuring Agency in writing at the Procuring Agency's address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided such request is received before the deadline for submission of bids within a period specified in the BDS. The Procuring Agency shall forward copies of its response to all bidders who have acquired the bidding document in accordance with ITB 5.3, including a description of the inquiry without identifying its source. If so specified in the **BDS**, the Procuring Agency shall also promptly publish its response on the web page identified in the **BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Procuring Agency shall amend the bidding document following the procedure under ITB 7 and ITB 21.2.
- 7. Amendment of Bidding Document**
- 7.1 At any time prior to the deadline for submission of bids, the Procuring Agency may amend the bidding document by issuing addenda in accordance with the SPP Rules.
- 7.2 Any addendum issued shall be part of the bidding document and communicated in writing to all who have obtained the bidding document from the Procuring Agency in accordance with ITB 5.3. The Procuring Agency shall also promptly publish the addendum on the websites of the Procuring Agency and SPPRA in accordance with ITB 6.1.
- 7.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submitting bids, pursuant to ITB 21.2
- C. Preparation of Bids**
- 8. Cost of Bidding**
- 8.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and the Procuring Agency shall not be responsible or liable in any case whatsoever for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid**
- 9.1 The bid and all correspondence and documents relating to it exchanged between a bidder and the Procuring Agency shall be written in the language specified in the **BDS**. Supporting documents and printed literature that are part of the bid may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the language specified in the **BDS**, in which case, for purposes of interpretation of the bid, such translation shall govern.
- 10. Documents Comprising the Bid**
- 10.1 The bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 11;

- (b) **Price Schedules:** completed in accordance with ITB 11 and ITB 13;
- (c) **Bid Security,** in accordance with ITB 18.1;
- (d) **Alternative Bid:** if permissible, in accordance with ITB 12;
- (e) **Authorization:** written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB 19.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 16 establishing the bidder's qualifications to perform the contract if its bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 16 establishing the bidder's eligibility to bid;
- (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 15, establishing the eligibility of the goods and related services to be supplied by the bidder;
- (i) **Conformity:** documentary evidence in accordance with ITB 15 and 29 that the goods and related services conform to the bidding document; and
- (j) any other document required **in the BDS.**

10.2 In addition to the requirements under ITB 11.1, bids submitted by a JV, if permitted so as specified in the **BDS**, shall include a copy of the joint venture agreement entered into by all members. Alternatively, a letter of intent to execute the agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the agreement.

10.3 The bidder shall furnish in the letter of bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this bid.

11. Letter of Bid and Price Schedules

11.1 The letter of bid and price schedules shall be prepared using the relevant forms provided in Section IV – Bidding Forms. The forms must be completed without alterations or substituting the text except as required under ITB 19.3. All blank spaces shall be filled in with the information requested.

12. Alternative Bids

12.1 Unless otherwise specified in the **BDS**, alternative bids shall not be considered.

13. Bid Prices and Discounts

13.1 The prices and discounts quoted by the bidder in the letter of bid and price schedules shall conform to the requirements specified below.

- 13.2 The package and items under it must be listed and priced separately in the price schedules.
- 13.3 The price quoted in the letter of bid in accordance with ITB 11.1 shall be the total price of the bid, including any discounts offered.
- 13.4 The bidder shall quote any discounts and indicate the methodology for their application in the letter of bid, in accordance with ITB 11.1.
- 13.5 Prices quoted by the bidder shall be fixed during the bidder's contract performance and not subject to variation on any account unless otherwise specified in the **BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and rejected pursuant to ITB 28.
- 13.6 If so specified in ITB 1.1, bids are invited for the individual LOT (item-wise unless expressly mentioned otherwise in the **BDS**). Unless otherwise specified in the **BDS**, prices quoted shall correspond to 100% of the items specified for each LOT and 100% of quantities specified for each LOT item.
- 13.7 The terms EXW, CIP, DDP, and other similar terms shall be governed by the rules prescribed in the current edition of incoterms, published by the International Chamber of Commerce, as specified in the **BDS**.
- 13.8 Prices shall be quoted as specified in each price schedule included in Section IV – Bidding Forms. The disaggregation of price components is required solely to facilitate comparison of bids by the Procuring Agency. This shall not limit the Procuring Agency's right to contract on any of the terms offered. In quoting prices, the bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
 - (a) for goods manufactured in the Procuring Agency's country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods;
 - (ii) any Procuring Agency's country sales and income taxes and other taxes, including stamp duty as applicable, which will be payable on the goods if the contract is awarded to the bidder; and

- (iii) the price for inland transportation, insurance, and other local services required to convey the goods to their final destination (delivery site) specified in **the BDS**.
- (b) For goods manufactured outside the Procuring Agency's country to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency's country, as specified in **the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services, including stamp duty as applicable, required to convey the goods from the named place of destination to their final destination (delivery site) specified in **the BDS**;
- (c) For goods manufactured outside the Procuring Agency's country, already imported:
 - (i) the price of the goods, including the original import value of the goods; plus any mark-up (or rebate); plus any other related local cost, and custom and stamp duties and other import taxes already paid or to be paid on the goods already imported;
 - (ii) the customs duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported;
 - (iii) the price of the goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Procuring Agency's country sales and other taxes which will be payable on the goods if the contract is awarded to the bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the goods to their final destination (delivery site) specified in **the BDS**.
- (d) for related services, other than inland transportation and other services required to convey the goods to their final destination, whenever such related services are specified in Section V – Schedule of Requirements, the price of each item comprising the related services (inclusive of any applicable taxes).

14. Currencies of Bid and Payment

- 14.1 The currency(ies) of the bid and the currency(ies) of payments shall be the same. The bidder shall quote in the currency of the Procuring Agency's country the portion of the bid price that

corresponds to expenditures incurred in the currency of the Procuring Agency's country unless otherwise specified in the **BDS**.

14.2 The bidder may express the bid price in any currency. If the bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's country as further specified and restricted in the **BDS**.

**15. Documents
Establishing the
Eligibility and
Conformity of the
Goods and
Related Services**

15.1 To establish the eligibility of the goods and related services in accordance with ITB 4, bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV – Bidding Forms.

15.2 To establish the conformity of the goods and related services to the bidding document, the bidder shall furnish documentary evidence that the goods conform to the technical specifications and standards specified in Section V – Schedule of Requirements.

15.3 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 goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Section V – Schedule of Requirements.

15.4 The bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods during the period specified in the **BDS** following commencement of the use of the goods by the Procuring Agency.

15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements – Section V, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names, and/ or catalog numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V – Schedule of Requirements.

**16. Documents
Establishing the
Eligibility and
Qualifications of
the Bidder**

16.1 To establish the bidder's eligibility in accordance with ITB 3, bidders shall complete the letter of bid, included in Section IV – Bidding Forms.

16.2 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, if required in the **BDS**, a bidder that does not manufacture or produce the goods it offers to supply shall submit the manufacturer's authorization using the form included in Section IV – Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the goods to supply these goods in the Procuring Agency's country;
- (b) that, if required in the **BDS**, in case of a bidder not doing business within the Procuring Agency's country, the bidder is or will be (if awarded the contract) represented by an agent in 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; and
- (c) that the bidder meets each qualification criterion specified in Section III – Evaluation and Qualification Criteria.

17. Period of Validity of Bids

17.1 Bids shall remain valid until specified in the **BDS** or any extended date if amended by the Procuring Agency in accordance with ITP 7. A bid not valid up to the date specified in the **BDS**, or any extended date requested by the Procuring Agency in accordance with ITB 7, shall be rejected by the Procuring Agency as non-responsive.

17.2 In exceptional circumstances, before the expiry of bid validity, the Procuring Agency may request bidders to extend their bids' validity period. The request and the responses shall be made in writing. In such a case, If bid security is asked in accordance with ITB 18, it shall also be extended for a corresponding period. A bidder may refuse the request without forfeiture of its bid security. A bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB 17.3.

18. Bid Security

18.1 The bidder shall furnish, as part of its bid, a bid security, as specified in the **BDS**, in original form and the amount and currency specified in the **BDS**.

18.2 A bid security shall be in the form of a pay order or demand draft or an unconditional bank guarantee issued by a scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of the Procuring Agency, as specified in the **BDS**.

18.3 Any bid not accompanied by a substantially responsive bid security shall be rejected by the Procuring Agency as non-responsive.

18.4 Bid security of unsuccessful bidders shall be returned as promptly as possible upon the expiry of the bid validity or the successful bidder signing of contract and furnishing the performance security pursuant to ITB 42.

18.5 The bid security may be forfeited if:

- (a) A bidder requests to withdraw his or its bid after opening but within the bid validity period;
- (b) Successful bidder fails to furnish performance security; or
- (c) Successful bidder fails to sign the contract;
- (d) A bidder does not accept the correction of the quoted amount following the correction of arithmetic errors;
- (e) A bidder has been found blacklisted by any agency of the federal or provincial government.

18.6 The bid security of a JV, if allowed so **in the BDS**, must be in the name of the JV or any members that submit the bid. If the JV has not been legally constituted into a legally enforceable JV at the bidding time, the bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 3.1 and ITB 10.2.

19. Format and Signing of Bid

19.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB 10 and clearly mark it "Original." Alternative bids, if permitted in accordance with ITB 12, shall be clearly marked "Alternative". In addition, the bidder shall submit copies of the bid in the number specified in the **BDS** and clearly mark them "Copy". In the event of any discrepancy between the original and the copies, the original shall prevail.

19.2 The bidder shall mark as "Confidential" information in their bids that is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

19.3 The original and all copies of the bid shall be typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

19.4 In case the bidder is a JV, if allowed so in the **BDS**, the bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the

members as evidenced by a power of attorney signed by their legally authorized representatives.

- 19.5 Any inter-lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

20. Sealing and Marking of Bids

20.1 The bidder shall deliver the bid in a single, sealed envelope (single stage – one envelope bidding process). Within the single envelope, the bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked "Original", all documents comprising the bid, as described in ITB 10; and
- (b) in an envelope marked "Copies", all required copies of the bid; and,
- (c) if alternative bids are permitted in accordance with ITB 12, and if relevant:
 - (i) in an envelope marked "Original – Alternative", the alternative bid; and
 - (ii) in the envelope marked "Copies – Alternative bid" all required copies of the alternative bid.

20.2 The inner and outer envelopes shall:

- (a) bear the name and address of the bidder;
- (b) be addressed to the Procuring Agency in accordance with ITB 21.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

20.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the **BDS**.

21.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB 7 or otherwise, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall after that be subject to the deadline as extended.

22. Late Bids

22.1 The Procuring Agency shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the Procuring Agency after the deadline for submission of bids due to any reason whatsoever shall be declared late, rejected, and returned unopened to the bidder.

23. Withdrawal, Substitution, and Modification of Bids

23.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (power of attorney) in accordance with ITB 19.3 (except that withdrawal notices do not require documents/copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 19 and 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", "Substitution", or "Modification" as the case may be; and
- (b) received by the Procuring Agency prior to the deadline prescribed for submission of bids, in accordance with ITB 21.

23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the bidders.

23.3 No bid shall be withdrawn, substituted, or modified between the deadline for submission and opening of bids and the expiration of the period of bid validity specified by the bidder on letter of bid or any extension thereof.

24. Bid Opening

24.1 Except as in the cases specified in ITB 22 and ITB 23.2, the Procuring Agency shall, at the bids opening, publicly open and read out all bids received by the deadline at the date, time, and place specified in the **BDS** in presence of bidders representatives who choose to attend.

24.2 First, envelopes marked "Withdrawal" shall be opened and read out, and the envelope with the corresponding bid shall not be opened but returned to the bidder. If the withdrawal envelope does not contain a copy of a power of attorney confirming the signature as a person duly authorized to sign on behalf of the bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bids opening.

24.3 Next, envelopes marked "Substitution" shall be opened, read out, and exchanged with the corresponding bid being substituted. The substituted bid shall not be opened but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid

authorization to request the substitution and is read out at bid opening.

- 24.4 Next, envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the bidder and whether there is a modification; the total bid prices, per item if applicable, including any discounts and alternative bids; the presence or absence of bid security, as required; and any other details as the Procuring Agency may consider appropriate at that time.
- 24.6 Only bids, alternative bids, and discounts that are opened and read out at bid opening shall be considered further in the evaluation. The letter of bid and the price schedules are to be initialed by representatives of the Procuring Agency attending the bid opening in the manner specified in the **BDS**.
- 24.7 The Procuring Agency shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 22.1).
- 24.8 The Procuring Agency shall prepare a record of the bid opening that shall include, as a minimum:
- (a) the name of the bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the bid price (item-wise) if applicable, including any discounts;
 - (c) any alternative bids;
 - (d) the presence or absence of bid security.
- 24.9 The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders upon the final bid evaluation.

E. Evaluation and Comparison of Bids

25. Confidentiality

- 25.1 Information relating to the bids' evaluation and recommendation of the contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until the announcement of the evaluation report is transmitted to all bidders in accordance with ITB 37.

- 25.2 Any effort by a bidder to influence the Procuring Agency in the evaluation or contract award decisions may result in the rejection of its bid.
- 25.3 Notwithstanding ITB 25.2, from the time of bid opening to the time of announcement of the evaluation report, if any bidder wishes to contact the Procuring Agency on any matter related to the bidding process, it should do so in writing.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the bidders, the Procuring Agency may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder with respect to its bid that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the bidder's response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids, in accordance with ITB 30.
- 26.2 If a bidder does not provide clarifications of its bid by the date and time set in the Procuring Agency's request for clarification, its bid may be rejected.
- 27. Deviations, Reservations, and Omissions**
- 27.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 28. Determination of Responsiveness**
- 28.1 The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 10.
- 28.2 A substantially responsive bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the contract; or
 - (ii) limit in any substantial way inconsistent with the bidding document, the Procuring Agency's rights, or the bidder's obligations under the contract; or
- (b) if rectified, it would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.3 The Procuring Agency shall examine the technical aspects of the bid submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of Section V – Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.4 If a bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correcting the material deviation, reservation, or omission.

29. Nonconformities, Errors and Omissions

29.1 Provided that a bid is substantially responsive, the Procuring Agency may waive any non-conformities in the bid.

29.2 Provided that a bid is substantially responsive, the Procuring Agency may request that the bidder submit the necessary information or documentation within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

29.3 Provided that a bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities related to the bid price. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive bidders. If the price of the item or component cannot be derived from the price of other substantially responsive bids, the Procuring Agency shall use its best estimate.

30. Correction of Arithmetical Errors

30.1 Provided that the bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected unless, in the opinion of the Procuring Agency, there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.2 Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 30.1 shall result in the rejection of the bid and forfeiture of the bid security.
- 31. Conversion to Single Currency** 31.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted to a single currency as specified in the **BDS**.
- 32. Margin of Preference** 32.1 Unless otherwise specified in the **BDS**, a margin of preference shall not apply.
- 33. Evaluation of Bids** 33.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III – Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. The Procuring Agency shall determine the most advantageous bid by applying the criteria and methodologies. The most advantageous bid is the bid of the bidder that meets the qualification criteria and whose bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 33.2 To evaluate a bid, the Procuring Agency shall consider the following:
- (a) evaluation will be done for LOT Wise or Lumpsum Basis (contracts), as specified in the **BDS**; and the bid price as quoted in accordance with ITB 13;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 30.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 13.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.3; and
 - (f) the additional evaluation factors are specified in Section III – Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the contract conditions, applied over the period of execution, shall not be taken into account in bid evaluation.
- 33.4 If this bidding document allows bidders to quote different prices for different packages, the methodology to determine the lowest evaluated cost of the package combinations, including any discounts offered in the letter of bid, is specified in Section III - Evaluation and Qualification Criteria.
- 33.5 The Procuring Agency's evaluation of a bid will include and take into account:
- (a) in the case of goods manufactured in the Procuring Agency's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the bidder;
 - (b) in the case of goods manufactured outside the Procuring Agency's country, already imported or to be imported, customs duties and other import taxes levied on the imported goods, sales and other similar taxes, which will be payable on the goods if the contract is awarded to bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 33.6 The Procuring Agency's evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with ITB 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the goods and related services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids unless otherwise specified in the

BDS from amongst those set out in Section III – Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 33.2(f).

- 34. Comparison of Bids** 34.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive bids established in accordance with ITB 33.2 to determine the bid that has the lowest evaluated cost. The comparison shall be based on DDP (place of the final destination) prices for imported goods and EXW prices, plus the cost of inland transportation and insurance to the place of destination for goods manufactured within the Procuring Agency's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall consider custom duties and other taxes levied on imported goods quoted CIP and sales, and similar taxes levied in connection with the sale or delivery of goods.
- 35. Qualification of the Bidder** 35.1 The Procuring Agency shall determine, to its satisfaction, whether the eligible bidder that is selected as having submitted the lowest evaluated cost and substantially responsive bid meets the qualifying criteria specified in Section III – Evaluation and Qualification Criteria.
- 35.2 The determination shall be based upon examining the documentary evidence of the bidder's qualifications record submitted pursuant to ITB 16. The determination shall consider the qualifications of other firms such as the bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the bidder.
- 35.3 An affirmative determination shall be a prerequisite for awarding the contract to the bidder. An adverse determination shall result in the disqualification of the bid. In this event, the Procuring Agency shall proceed to the bidder who offers a substantially responsive bid with the next lowest evaluated cost to make a similar determination of that bidder's qualifications to perform satisfactorily.
- 36. Procuring Agency's Right to Accept Any Bid and to Reject Any or All Bids** 36.1 The Procuring Agency reserves the right to accept or reject any or all bids and annul the bidding process at any time before awarding the contract without incurring any liability to bidders. In case of annulment, all bids submitted, specifically bid securities, shall be promptly returned to the bidders.
- 37. Bid Evaluation Reports** 37.1 The Procuring Agency, upon completion of the bids' evaluation, shall send to each bidder bid evaluation results showing reasons for acceptance or rejection of

bids. The Procuring Agency shall also publicize the reports via the websites of the Procuring Agency and SPPRA at least three (3) business days before the contract award.

F. Award of Contract

- 38. Award Criteria**
- 38.1 Subject to ITB 37, the Procuring Agency shall award the contract to the bidder(s) offering the most advantageous bid. The most advantageous bid is the bid offered by a bidder that meets the qualification criteria and whose bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 39. Procuring Agency's Right to Vary Quantities at Time of Award**
- 39.1 At the time the contract is awarded, the Procuring Agency reserves the right to increase the quantity of goods and related services initially specified in Section V – Schedule of Requirements, provided this does not exceed the percentages specified in the **BDS** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.
- 40. Notification of Award**
- 40.1 Before the expiry date of the bid validity period or any extension thereof, the Procuring Agency shall notify the successful bidder in writing that its bid has been accepted. The award notification shall specify the sum that the Procuring Agency will pay the bidder in consideration of the contract execution.
- 40.2 Within fifteen (15) days of the signing of the contract, the Procuring Agency shall publish the award of the contract, including:
- (a) contract evaluation report;
 - (b) form of contract and letter of award;
 - (c) bill of quantities of schedule of requirements;
 - (d) Other documents required under the SPP Rules.
- 40.3 The contract award notice shall also be published on the Procuring Agency and SPPRA's websites with free access.
- 41. Signing of Contract**
- 41.1 The Procuring Agency shall send the successful bidder the bid acceptance letter, including the contract agreement.

- 41.2 The successful bidder shall affix stamp duty and then sign, date and return the Procuring Agency the contract agreement within seven (7) business days of receipt.
- 42. Performance Security**
- 42.1 Within seven (7) business days of the receipt of the bid acceptance letter from the Procuring Agency, the successful bidder shall furnish the performance security in accordance with the GCC 18, using for that purpose the performance security form included in Section VIII – Contract Forms, or another form acceptable to the Procuring Agency as mentioned in the **BDS**.
- 42.2 Failure of the successful bidder to submit the performance security mentioned above or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	The IFB reference no. is: FD (CTC-I) 03(03)/2024-202
ITB 2.1	The Procuring Agency is: Finance Department, Government of Sindh The IFB name is: Procurement of Miscellaneous Items under Frame Work Contract
ITB 3.3	The Maximum number of members in the Joint Venture (JV) shall be: JV or consortium is not allowed.
B. Contents of Bidding Document	
ITB 6.1	For clarification of Bid purposes only, the Procuring Agency's address is: Attention: Additional Finance Secretary (SR / Admn) Finance Department, Government of Sindh Address: Room No. 117 & 119, 6 th Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road City: Karachi Telephone: +92 21 99222198 (b): +92 21 99222111 (c): +92 21 99222113 E-mail: procurementfd@finance.gos.pk Website: https://www.finance.gos.pk/
	Requests for clarification (if any) should reach the Procuring Agency no later than five (5) calendar days before the date for the opening of bids, only through the E-Pak Acquisition and Disposal System (EPADS) of Sindh Public Procurement Regulatory Authority i.e. https://portalsindh.eprocure.gov.pk/#/ . No physical correspondence in respect of the clarification shall be accepted from the bidder(s).
C. Preparation of Bids	
ITB 9.1	The language of the bid is the English . All correspondence exchanges shall be in the English language. The language for the translation supporting of documents is English .
ITB 10.1 (j)	Bidder shall submit the following documents [relating to business structure and capability] to perform contracts in its bid: (a) Registration details including Memorandum & Articles of Incorporation (or equivalent documents of constitution or association) and documents for registration of legal entity; (b) Company profile describing nature of business and field of experience; (c) Power of Attorney (Appendix – C); (d) Integrity Pact (Appendix – A); (e) Audit reports containing balance sheets, income statements and cash

	<p>flow statements of the last Three (3) years duly issued and verified by a certified chartered accountant firm;</p> <p>(f) Income tax returns filed during the last Three (3) years;</p> <p>(g) Bid security financial instrument;</p> <p>(h) Qualification record, including completion certificates and work orders, indicating contracts scope and references proving completion of the requisite number of contract(s) in the last three (3) years;</p> <p>(i) Historical contracts' non-performing details, if any, with reasons leading to non-performance;</p> <p>(j) Litigation history with pending cases and nature of such litigations;</p> <p>(k) An affidavit that the bidder is not blacklisted by any public or private sector organization (Appendix-B);</p> <p>(l) Any other document, including Bid forms as applicable and referred to in the ITB, associated with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.</p>
ITB 12.1	Alternative bids shall not be considered
ITB 13.5	The prices quoted by the bidder(s) shall not be subject to adjustment during the performance of the contract.
ITB 13.6	Bidders may quote for a LOT Wise or Lumpsum basis. Evaluation of bids will be made on LOT wise / Lumpsum basis only.
ITB 13.7	The Incoterms edition is: 2020
ITB 13.8 (a)(i)	<p>Place of destination: DDP - the goods shall be delivered at the Procuring Agency's office in Karachi.</p> <p>Karachi: A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.</p>
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	<p>Final Destination (Delivery Site): As specified above.</p> <p>Delivery of goods will also be undertaken at the destined places where goods require be delivered or otherwise as mentioned under the supply requirements (refer to the technical specification).</p>
ITB 14.1	The bidder is required to quote in currency of the Procuring Agency's country the portion of the bid price that corresponds to expenditures incurred in that currency. Bidder must quote in Pak Rupees using Section IV – Bid Forms.
ITB 15.4	<p>Period of time the goods/items are expected to be functioning / Expiration period from the date of supply;</p> <p>(For LOT-I: Consumable/Edible Items on monthly basis): Three (03) months</p> <p>(For LOT-II: Printing Articles on monthly basis): Three (03) months</p> <p>(For LOT-III: Stationery items on monthly basis): Three (03) months</p>
ITB 16.2 (a)	The manufacturer's authorization is: Not required
ITB 16.2 (b)	After-sales service: required as per Section V – Schedule of Requirements.

ITB 18.1	The bid shall remain valid until 24th February, 2025
ITB 15.3 (a)	The bid price shall be adjusted by the following factor(s): Not applicable.
ITB 18.1	Bid security shall be required against the total quoted bid. Bidder shall submit bid security equivalent to the 5% of total quoted bid in Pakistani Currency in the shape of pay order/ demand draft/ bank guarantee, issued or confirmed by a scheduled bank of Pakistan, in favor of Drawing & Disbursing Officer, Finance Department Government of Sindh . The original bid security instrument shall be required physically in a separate sealed envelope on or before bid's opening date and a copy of the same instrument, to be required electronically in a bid as well.
ITB 18.2	Other types of acceptable securities: Pay Order or Demand Draft or CDR issued by any scheduled bank of the Procuring Agency's country.
ITB 19.1	In addition to the original bid, the number of copies required is: N/A
ITB 19.3	The written confirmation of authorization to sign on behalf of the bidder shall consist of: Power of Attorney (Appendix-C)

D. Submission and Opening of Bids

ITB 21.1 For submission of **bid's security instrument purposes** only, the Procuring Agency's address is:

Attention Additional Finance Secretary (SR / Admn)
Finance Department, Government of Sindh
Address: Room No. 171, Ground Floor, A.K. Lodhi Block – Finance
Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-
Turk Road
City: Karachi

The deadline for bids submission through EPADS is:

Date: 25th November, 2024
Time: 11.00 am.

Bidders **shall** have only option for submit their bids **electronically** through EPADS of Sindh Public Procurement Regulatory Authority by registered their Company / Organization in advance at <https://portalsindh.eprocure.gov.pk/#/>. **No physical bids shall be allowed.**

ITB 24.1	The Bid opening shall take place (electronically) at:
	Address Room no. 119, 6 th Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta- Turk Road
	City: Karachi
	Date: 25 th November, 2024
	Time: 12.00 Noon.

ITB 24.6 The letter of bid and price schedules shall be initialed by **all** representatives of the Procuring Agency conducting Bid opening.

E. Evaluation and Comparison of Bids

ITB 31.1 The currency that shall be used for bid evaluation and comparison purposes to convert at the selling exchange rate of all bid prices expressed in various currencies into a single currency is: **N/A**.

ITB 32.1 A margin of domestic preference **shall not** apply.

ITB 33.2(a) Evaluation will be done on **LOT wise / Lumpsum basis**.

ITB 33.6 The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:

- | | |
|--|-----------|
| (a) deviation in delivery schedule: | No |
| (b) deviation in payment schedule: | No |
| (c) the cost of major replacement of goods and services: | No |
| (d) the availability in the Procuring Agency's country of spare parts and after-sales services for the equipment offered in the bid: | No |
| (e) life cycle costs: the costs during the life of the goods or equipment: | No |
| (f) the performance and productivity of the equipment offered: | No |
-

F. Award of Contract

ITB 39 The maximum percentage by which quantities may be increased is: **15%**

Section III - Evaluation and Qualification Criteria

Contents

1. Margin of Preference (ITB 32).....	31
2. Evaluation (ITB 33)	32
3. Qualification (ITB 35)	32

1. Margin of Preference (ITB 32)

If the BDS so specifies, the Procuring Agency will grant a margin of preference to goods manufactured in the Procuring Agency's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Procuring Agency's country, for which (i) labor, raw materials, and components from within the Procuring Agency's country account for more than thirty (30) per cent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission;
- (b) **Group B:** All other bids offering goods manufactured in the Procuring Agency's country;
- (c) **Group C:** Bids offering goods manufactured outside the Procuring Agency's country that have been imported or that will be imported.

To facilitate this classification by the Procuring Agency, the bidder shall complete whichever version of the price schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the price schedule by the bidder shall not result in rejection of its bid, but merely in the Procuring Agency's reclassification of the bid into its appropriate bid group.

The Procuring Agency will first review the bids to confirm the appropriateness of, and modify, as necessary, the bid group classification to which bidders assigned their bids in preparing their bid forms and price schedules.

The bids in each group will then be compared to determine the bid with the lowest evaluated cost in that group. The lowest evaluated cost bid from each group shall then be compared with each other, and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, a bid from Group C is the lowest evaluated cost, all bids from Group C shall be further compared with the bid with the lowest evaluated cost from Group A after adding to the evaluated costs for goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen per-cent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

Most Advantageous Bid

The Procuring Agency shall use the criteria and methodologies listed in Sections 2 and 3 below to determine the most advantageous bid. The most advantageous bid is the bid offered by a bidder that meets the qualification criteria and whose bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

2. Evaluation (ITB 33)

2.1. Evaluation Criteria (ITB 33.6)

If the **BDS** so specifies, the Procuring Agency's evaluation of a bid may take into account, in addition to the bid price quoted in accordance with ITB 13.8, one or more of the following factors as specified in ITB 33.2(f) and in **BDS** referring to ITB 33.6, using the following criteria and methodologies.

- (a) Delivery schedule (As per Incoterms specified in the BDS): **N/A**
- (b) Deviation in payment schedule (As per SCC): **N/A**
- (c) Cost of major replacement components, mandatory spare parts, and service: **N/A**
- (d) Availability in the Procuring Agency's country of spare parts and after-sales services for equipment offered in the Bid: **N/A**
- (e) Life cycle costs: **N/A**
- (f) Performance and productivity of the equipment: **N/A**
- (g) Specific additional criteria: **N/A**

2.2. Multiple Contracts (ITB 33.4)

If, in accordance with ITB 1.1, bids are invited for LOT wise or Lumpsum basis, the contract will be awarded to the bidder offering a substantially responsive bid and the lowest evaluated cost to the Procuring Agency on Lumpsum basis, subject to the selected bidder meeting the required qualification criteria (this Section III, Sub-Section ITB 36 Qualification Requirements).

2.3. Alternative Bids (ITB 12.1)

An alternative bid, if permitted under ITB 12.1, will be evaluated as follows: **N/A**

3. Qualification (ITB 36)

3.1 Qualification Criteria (ITB 36.1)

After determining the substantially responsive bid which offers the lowest-evaluated cost in accordance with ITB 33, the Procuring Agency shall carry out the post-qualification of the bidder in accordance with ITB 36, using only the requirements specified below. Requirements not included in the text below shall not be used in the evaluation of the bidder's qualifications:

- (a) **Nationality:** Bidder must have been incorporated or setup in Pakistan as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents of constitution or association or documents for registration of legal entity as applicable under the law);
- (b) **Registration:** Bidder must have valid registration with the Federal Board of Revenue for Income Tax and Sales Tax and shall be on active tax payer list (ATL) in Income Tax and General Sales Tax at FBR Portal;
- (c) **Documentary Evidence:** Bidder must furnish documentary evidence to demonstrate that the goods it offers meet the requirement specified under Part 2 – Supply Requirements.
- (d) **Power of Attorney:** Bidder must submit a power of attorney, as required by the bidding document, for the authorized person nominated to sign the documents;
- (e) **Financial Turnover:** Bidder must have an average annual financial turnover not less than equivalent cost of the bid price quoted on LOT wise during the last three years, as verifiable from the financial statements issued by a Certified Chartered Accountant registered with ICAP in Pakistan or as applicable;

- (f) **Experience:** Bidder must have successfully completed at least One (1) similar assignment in each **LOT-I, LOT-II & LOT-III** with each assignment's minimum cost not less than equivalent cost of the bid price quoted on LOT wise relating to the supply of related goods to any public or private sector organization during the last three (3) years;
- (g) **Government Owned Organization:** Bidder must be: (i) legally and financially autonomous; (ii) operates under commercial law; and (iii) are not under the supervision of the Procuring Agency;
- (h) **Conflict of Interest:** Bidder must not have any conflict of interest arising from the prior or existing contracts or relationships which could materially affect the potential involvement of the Bidder and to comply with the obligations set out in the bidding document issued with respect to this procurement activity;
- (i) **Non-performing Contracts and Litigation History:** Bidder must provide details, if any, relating to the: (i) non-performing contracts with cogent reasons; and (ii) disputes and litigation or arbitration cases in-hand and pending for adjudication;
- (j) **Non-blacklisting/ Non-debarment:** Bidder must not be: (i) blacklisted by any public sector organization; (ii) debarred by the Procuring Agency till the bid submission deadline; (iii) in bankruptcy or liquidation proceeding; and (iv) convicted of, fraud, corruption, collusion or money laundering during the last three (3) years.

The bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement specified under Part 2 – Supply Requirements.

The bidder shall also furnish the **samples of the goods/items** for physical demonstration purpose that it offers at the time of submission of the bid. This condition shall apply for **LOT-II** and **LOT-III**, only. Non-Compliance will be subject to rejection of the bid at the initial stage. The sample(s) should be in accordance with the Technical requirements of the Bid.

No any liability/charges should be claim to the Procuring Agency in respect of the expenditure incurred of the samples submitted the Bidder.

Section IV - Bidding Forms

Table of Forms

1. Letter of Bid	35
2. Bidder Information Form	37
3. Bidder's JV Members Information Form	38
4. Price Schedule Forms.....	39
5. Form of Bid Security	41
6. Manufacturer's Authorization	42

Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT.

The bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the bidder's complete name and business address.

Note: All italicized text is to help bidders in preparing this form.

Date of bid submission: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification number if this is a bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

- (a) **No Reservations:** We have examined and have no reservations to the bidding document, including the Addenda issued in accordance with ITB 7;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Conformity:** We offer to supply in conformity with the bidding document and to follow the delivery schedules specified in Section V – Schedule of Requirements the following goods: *[insert a brief description of the goods and related services]*;
- (d) **Bid Price:** The total price of our bid, including any discounts offered in the item below, is: *[insert the total price of the bid in words and figures]*
- (e) **Bid Validity:** Our bid shall be valid until *[insert day, month, and the year in accordance with ITB 17.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our bid is accepted against any or all items or goods offered, we commit to obtaining performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other bid(s) as an individual bidder, and we are not participating in any other bid(s) as a joint-venture member or as a subcontractor, and meet the requirements of ITB 3.3, other than alternative bids submitted in accordance with ITB 12;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by any public sector agency. Further, we are not ineligible under the Procuring Agency's country laws or official regulations or a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]! [We are a state-owned enterprise or institution but meet the requirements of ITB 3.6];*
- (j) **Commissions, gratuities, fees:** We have paid or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the contract: *[insert*

complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity.

Name of Recipient	Address	Reason	Amount

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

- (k) **Binding Contract:** We understand that this bid, together with your written acceptance thereof included in your letter of acceptance, shall constitute a binding contract between us until a formal contract is prepared and executed;
- (l) **Procuring Agency Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost bid, the most advantageous bid or any other bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of fraud and corruption.

Name of the bidder: **[insert complete name of the bidder]*

Name of the person duly authorized to sign the bid on behalf of the bidder: ***[insert complete name of person duly authorized to sign the bid]*

Title of the person signing the bid: *[insert complete title of the person signing the bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing] day of [insert month], [insert year]*

Bidder Information Form

[The bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

Page _____ **of** _____ **pages**

1. Bidder's Name <i>[insert bidder's legal name]</i>
2. In the case of JV, the legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's year of registration: <i>[insert bidder's year of registration]</i>
5. Bidder's address in the country of registration: <i>[insert the legal address in the country of registration]</i>
6. Bidder's authorized representative Information Name: <i>[insert authorized representative's name]</i> Address: <i>[insert authorized representative's address]</i> Telephone/Fax numbers: <i>[insert authorized representative's telephone/fax numbers]</i> Email Address: <i>[insert authorized representative's email address]</i>
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1. <input type="checkbox"/> In the case of state-owned enterprise or institution, in accordance with ITB 3.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy; • Operation under commercial law; • Establishing that the bidder is not under the supervision of the Procuring Agency.

Bidder's JV Members Information Form

[The bidder shall fill in this form in accordance with the instructions indicated below. The following table shall be filled in for the bidder and each member of joint venture].

Date: *[insert date (as day, month and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

Page _____ **of** _____ **pages**

1. Bidder's Name <i>[insert bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in the country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's Authorized Representative Information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/ Fax numbers: <i>[insert telephone no. of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association) and/or registration documents of the legal entity named above, in accordance with ITB 3.4. <input type="checkbox"/> In the case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Agency, in accordance with ITB 3.6.
8. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership. <i>[If required under the bidding document, the successful bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Price Schedule Forms

*[The bidder shall fill these price schedule forms in accordance with the instructions. The list of line items in column 1 of the **price schedules** shall coincide with the list of goods and related services specified by the Procuring Agency in the schedule of requirements.]*

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Procuring Agency to insert its name and address]*

IFB No.: *[Procuring Agency to insert reference number for the IFB]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

Bid Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on letterhead]*

We have been informed that _____ *[insert name of the bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (the 'Applicant') has submitted or will submit to the Procuring Agency (the 'Beneficiary') its bid (the 'Bid') for the execution of _____ under Invitation for Bids No. _____ (the 'IFB').

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid security, which inter-alia may be in the form of a bank guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in demand itself or a separately signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its bid prior to the bid validity expiry date outlined in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its bid by the Beneficiary prior to the expiry date of the bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, or (iii) fail to perform any obligation as specified under the ITB 18.5 of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after expiry date of the bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

Manufacturer's Authorization

[The bidder shall require the manufacturer to fill this form in accordance with the instructions. This letter of authorization should be on the manufacturer's letterhead and signed by a person with the proper authority to sign documents binding on the manufacturer. The bidder shall include it in its bid if so indicated in the BDS.]

Date: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to negotiate and sign the contract subsequently.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract concerning the goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2 – SUPPLY REQUIREMENTS

Section V – Schedule of Requirements

Contents

- 1. List of Goods and Delivery Schedule 45
- 2. List of Related Services and Completion Schedule 48
- 3. Technical Specifications..... 49
- 4. Drawings..... 53
- 5. Inspection Reports 63

1. List of Goods and Delivery Schedule

Line Item No	Product Description	Per month qty. required	Total Qty required in 12-months	Final Destination (Project or Delivery Site) as specified in BDS	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery Date (Bidder to Provide Dates)
LOT-I (CONSUMABLE / EDIBLE ITEMS ON MONTHLY BASIS)							
1.	Powder Tea Whitener	80-pouches	960-Pouches	Room No. 171, Caretaker Cell-I, Ground Floor, A.K. Lodhi Block – Finance Complex, Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.	First business day on starting of every month following the date of effectiveness of the contract till the expiry of the said contract	Fifth business day on starting of every month following the date of effectiveness of the contract till the expiry of the said contract	
2.	Power Tea Whitener	70-pouches	840-Pouches				
3.	Sugar	80-Kilogram	960-Kilogram				
4.	Coffee	24-Bottles	288-Bottles				
5.	Black Tea Bags	80-Boxes	960-Boxes				
6.	Black Tea Bags	70-Boxes	840-Boxes				
7.	Green Tea Bags (Lemon Flavor)	70-Boxes	840-Boxes				
8.	Biscuits	20-Boxes	240-Boxes				
9.	Biscuits	25-Boxes	300-Boxes				
10.	Biscuits	25-Boxes	300-Boxes				
11.	Biscuits	25-Boxes	300-Boxes				
12.	Biscuits	25-Boxes	300-Boxes				
13.	Biscuits	20-Boxes	240-Boxes				
14.	Biscuits	25-Boxes	300-Boxes				
15.	Biscuits	25-Boxes	300-Boxes				
16.	Biscuits	20-Boxes	240-Boxes				
17.	Family Pack Biscuits	30-Packs	360-Packs				
18.	Family Pack Biscuits	30-Packs	360-Packs				
19.	Tissue Hand Towels	08-Packs	96-Packs				
20.	Towels White	12-Pcs	144-Pcs				
21.	Towels White	12-Pcs	144-Pcs				
22.	Soap Bar (velvet glow Jasmine)	20-Bars	240-Bars				
23.	Super Heavy Duty Pencil Cells (AA)	06-Boxes	72-Boxes				
24.	Super Heavy Duty Pencil Cells (AAA)	06-Boxes	72-Boxes				
25.	Crystal Water Glass	45-Nos	540-Nos				
26.	Air Freshener Bottles	60-Bottles	720-Bottles				
27.	Tissue Boxes	60-Boxes	720-Boxes				
LOT-II (CUSTOMIZE PRINTING ARTICLES ON MONTHLY BASIS)							
1.	File Covers (Green Color)	3750-Nos	45000-Nos	Room No. 167, Caretaker Cell-II, Ground Floor, A.K. Lodhi Block – Finance Complex, Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.	First business day on starting of every month following the date of effectiveness of the contract till the expiry of the said contract	Fifth business day on starting of every month following the date of effectiveness of the contract till the expiry of the said contract	
2.	File Covers (White Color)	1000-Nos	12000-Nos				
3.	File Covers with inner pocket (White)	1000-Nos	12000-Nos				
4.	File Boards	1250-Nos	15000-Nos				
5.	Notepad Diary with spiral binding	125-Nos	1500-Nos				
6.	Notepad diary with spiral binding	125-Nos	1500-Nos				
7.	Envelopes (White Color)	1000-Nos	12000-Nos				
8.	Envelopes (White Color)	2000-Nos	24000-Nos				
9.	Envelopes (White Color)	1000-Nos	12000-Nos				
10.	Envelopes (White Color)	200-Nos	2400-Nos				

Section V – Schedule of Requirements

LOT-III (STATIONERY ITEMS ON MONTHLY BASIS)						
1.	Pen Point V7 Grip	02-Packets	24-Packets	Room No. 167, Caretaker Cell-II, Ground Floor, A.K. Lodhi Block – Finance Complex, Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.	First business day on starting of every month following the date of effectiveness of the contract till the expiry of the said contract	Fifth business day on starting of every month following the date of effectiveness of the contract till the expiry of the said contract
2.	Pen Tec Point V10 Grip	04-Packets	48-Packets			
3.	Ball Signo Pointer Pen 0.7	36-Packets	432-Packets			
4.	Ball Eye Pointer Pen (Micro)	24-Packets	288-Packets			
5.	Ball Pen	60-Packets	720-Packets			
6.	High Lighter	08-Packets	96-Packets			
7.	Board Marker	02-Packets	24-Packets			
8.	Pencil HB	60-Packets	720-Packets			
9.	Rubber	05-Boxes	60-Boxes			
10.	Sharpener	03-Boxes	36-Boxes			
11.	Steel Foot Scale	02-Packets	24-Packets			
12.	White Fluid Bottle	12-Nos	144-Nos			
13.	White Fluid Pen	05-Packets	60-Packets			
14.	Large Heavy duty Stapler Machine	03-Nos	36-Nos			
15.	Medium Stapler Machine	02-Boxes	24-Boxes			
16.	Large Stapler Pin	01-Boxes	12-Boxes			
17.	Medium Stapler Pin	08-Boxes	96-Boxes			
18.	Pin Remover	06-Nos	72-Nos			
19.	Gem Clip	06-Boxes	72-Boxes			
20.	Paper Cutter	12-Nos	144-Nos			
21.	Paper cutting Scissors	01-Boxes	12-Boxes			
22.	Paper cutting Scissors	01-Boxes	12-Boxes			
23.	Gum Bottle	01-Boxes	12-Boxes			
24.	Gum Stick	03-Boxes	36-Boxes			
25.	Yellow Chit	03-Boxes	36-Boxes			
26.	Yellow Chit	03-Boxes	36-Boxes			
27.	Stamp Pad	01-Boxes	12-Boxes			
28.	Ink Stamp Pad	01-Boxes	12-Boxes			
29.	Steel Single Hole Punch Machine	01-Boxes	12-Boxes			
30.	Steel Double Hole Punch Machine	06-Nos	72-Nos			
31.	Tag	08-Bundles	96-Bundles			
32.	Tag	01-Bundles	12-Bundles			
33.	Medium Plastic Dustbin	06-Nos	72-Nos			
34.	Steel Poker	01-Boxes	12-Boxes			
35.	Plastic Dak Folder Stick File	12-Nos	144-Nos			
36.	Clip Dak Folder Ring Binder	12-Nos	144-Nos			
37.	Dak pad	12-Nos	144-Nos			
38.	Plastic File Box	24-Nos	288-Nos			
39.	Clip File Folder view Binder	12-Nos	144-Nos			
40.	Register	30-Nos	360-Nos			
41.	Register	30-Nos	360-Nos			
42.	Pages Register	06-Nos	72-Nos			
43.	Cash Book Register	01-Nos	12-Nos			
44.	Short Hand Book	12-Nos	144-Nos			
45.	Legal Size Paper	02-Packets	24-Packets			

Section V – Schedule of Requirements

17

46.	Water Dumper	06-Nos	72-Nos				
47.	Plastic Basket	02-Nos	24-Nos				
48.	Pen Jar	02-Nos	24-Nos				
49.	Meeting Schedule Stand	06-Nos	72-Nos				
50.	Squash Tap 1"	24-Nos	288-Nos				
51.	Plastic Squash Tap 3"	48-Nos	576-Nos				
52.	Book Binding Tap 2"	12-Nos	144-Nos				
53.	Plastic File Bag	02-Nos	24-Nos				
54.	Stock Register	01-Nos	12-Nos				
55.	Plastic Color Flags	12-Nos	144-Nos				
56.	Sticky Color Flags	01-Packet	12-Packets				
57.	Inward / Outward Register	02-Nos	24-Nos				
58.	Packing Tap 3"	12-Nos	144-Nos				

2. List of Related Services and Completion Schedule

The successful bidder, in addition to the goods delivery, shall be required to install and commission the supplied goods within next business day of signing of contract Agreement at the Procuring Agency's designated site. The successful bidder shall bear all the costs associated with performing such services.

NOT APPLICABLE

3. Technical Specifications

3.1 General Specification

- i. All the goods and materials to be incorporated in the supply must be new, unused, and the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The specifications offered by a bidder(s) will be part of the contract between the Procuring Agency and the successful bidder, and will be used by the Procuring Agency's inspection authority to verify compliance on delivery.
- ii. Wherever reference is made in the technical specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national or relate to a particular country or brand or model, other authoritative standards that ensure **substantial equivalence** to the standards and codes specified will be acceptable.

3.2 Technical Requirements

Description of Technical Requirements				
LOT-I (CONSUMABLE / EDIBLE ITEMS ON MONTHLY BASIS)				
Line Item No	Brand & Specification		Per unit weight / Size	Required Packaging
1.	Nestle Every Day Original	or Equivalent	850-gram	In Sealed Plastic Pouch
2.	Nestle Every Day Original	or Equivalent	350-gram	In Sealed Plastic Pouch
3.	Sugar	-	01-kilogram	In Sealed Plastic Pouch
4.	Nestle Nescafe Classic	or Equivalent	100-gram	In Sealed Bottle Pack
5.	Lipton Yellow Label (Black)	or Equivalent	200-gram	100-Tea Bags in Box
6.	Lipton Yellow Label (Black)	or Equivalent	100-gram	50-Tea Bags in Box
7.	Tapal (Green Tea)	or Equivalent	45-gram	30-Tea Bags in Box
8.	LU Gala Egg Biscuits	or Equivalent	41-gram	10-Packs in Box
9.	LU Zeera Plus	or Equivalent	65-gram	06-Snack Packs in Box
10.	LU Bakeri Bistiks	or Equivalent	15-gram	16-Bar Packs in Box
11.	Peek Freans Party Pik Biscuits	or Equivalent	61-gram	08-Half Rolls in Box
12.	LU Bakeri Nankhatai	or Equivalent	38-gram	08-Half Rolls in Box
13.	LU TUC Salted Biscuits	or Equivalent	48-gram	06-Snack Packs in Box
14.	Peek Freans Sooper Egg & milk	or Equivalent	79-gram	08-Half Rolls in Box
15.	LU Bakeri Butter Cookies	or Equivalent	33-gram	06-Snack Packs in Box
16.	Peek Freans Pista Pik Biscuits	or Equivalent	36-gram	08-Half Rolls in Box
17.	LU Wheatable High Fiber Biscuits	or Equivalent	22-gram	12-Ticky Packs in Box
18.	LU Wheatable Sugar Free Biscuits	or Equivalent	86-gram	Family Pack
19.	Rose Petal Hand Towels (10X)	or Equivalent	Economy Pack	75-Pulls in sealed Plastic (Orange) Pack
20.	Egyptian cotton Bath	or Equivalent	27 x 54"	In Sealed Plastic Pack
21.	Egyptian cotton Bath	or Equivalent	22 x 44"	In Sealed Plastic Pack
22.	Lux Soap (Velvet Glow Jasmine)	or Equivalent	115-gram	In Sealed Plastic Pack
23.	Original Toshiba (Green)	or Equivalent	AA	10-Packs (40-Batteries) Box
24.	Original Toshiba (Green)	or Equivalent	AAA	20-Packs (40-Batteries) Box
25.	Toyo-Nasic Glassware	or Equivalent	280-ml	(06 in 01) Box Pack
26.	Aslee Perfect Room Freshener	or Equivalent	300-ml	(12 in 01) Sealed Plastic Pack
27.	Rose Petal Multicolor with 150 pulls	or Equivalent	150-pulls (2xly)	In Sealed Carton Boxes
LOT-II (CUSTOMIZED PRINTING ARTICLES ON MONTHLY BASIS)				
Line Item No	Technical Specification		Per unit weight / Size	Required Packaging

1.	<p>Local Pulp Board Green Card with one Color Printing in Green</p> <ul style="list-style-type: none"> ➤ Local Card thickness (In Green) ➤ File Cover Size (Width x Length) ➤ Front (Govt of Sindh logo in green color) Size (Width x Length) ➤ Front Text Size (Department name) ➤ Water Mark (Govt of Sindh logo in green color) at Back Side. Size (Width x Length) 	<p>280-Gsm 10.2 x 14 inches 3.0 x 3.5 inches</p> <p>6.0 inches 5.0 x 6 inches</p>	Bunch of 500-File covers each in sealed Plastic wrapping.
2.	<p>White Imported Bleach Card with one Color Printing in Green.</p> <ul style="list-style-type: none"> ➤ Bleach imported Card thickness (White) ➤ File Cover Size (Width x Length) ➤ Front (Govt of Sindh logo in green color) Size (Width x Length) ➤ Front Text Size (Department name) ➤ Water Mark (Govt of Sindh logo in green color) at Back Side. Size (Width x Length) 	<p>300-Gsm 10.2 x 14 inches 3.0 x 3.5 inches</p> <p>6.75-inches 5.0 x 6.0 inches</p>	Bunch of 500-File covers each in sealed Plastic wrapping.
3.	<p>White Imported Art Card with Two Colors Printing in Green & Golden.</p> <ul style="list-style-type: none"> ➤ White imported Art Card thickness ➤ File Cover Size (Width x Length) ➤ Front (Govt of Sindh logo in green color) Size (Width x Length) ➤ Water Mark (Govt of Sindh logo in green color) at Back Side. Size (Width x Length) ➤ Front Text Size (Department name) in Golden color. Size (Width x Length) ➤ Front Text size at bottom (Department address & website) in Golden color. Size (Width x Length) ➤ 01-inner Pocket required. Size (Width x Length) ➤ Inner pocket (Govt of Sindh logo with department name in green color) Size (Width x Length) 	<p>280-Gsm 8.9 x 12.5 inches 3.6 x 4.1 inches</p> <p>5.5 x 6.25 inches</p> <p>6.1 inches</p> <p>6.5 x 1.0 inches</p> <p>8.4 x 3.4 inches</p> <p>2.5 x 2.0 inches</p>	Bunch of 500-File covers each in sealed Plastic wrapping
4.	<p>File Board Size (Width x Length)</p> <p>Super Gold Craft Paper in Brown Color for pasting</p> <p>Board thickness</p> <p>Rope size for knotting purpose</p>	<p>10.25 x 15 inches</p> <p>80-Gsm 3-mm 50 inches</p>	Bunch of 250-File Boards each in sealed Plastic wrapping
5.	<p>Notepad 100-Sheets Diary with spiral binding</p> <p>Size (Width x Length)</p> <p>White Imported (Indonesian) Paper size</p> <p>Department name with Govt of Sindh logo (Green color) Size (Width x Length)</p> <p>Water Mark (Govt of Sindh logo in green color) at the center. Size (Width x Length)</p>	<p>4.25 x 5.75 inches</p> <p>70-Gsm 3.6 x 1.0 inches</p> <p>2.0 x 1.75 inches</p>	Bunch of 25-Notepads each in sealed Plastic wrapping
6.	<p>Notepad 100-Sheets Diary with spiral binding</p> <p>Size (Width x Length)</p> <p>White Imported (Indonesian) Paper size</p> <p>Department name with Govt of Sindh logo (Green color) Size (Width x Length)</p> <p>Water Mark (Govt of Sindh logo in green color) at the center. Size (Width x Length)</p>	<p>5.75 x 8.25 inches</p> <p>70-Gsm 5.0 x 1.5 inches</p> <p>3.2 x 2.75 inches</p>	Bunch of 25-Notepads each in sealed Plastic wrapping
7.	<p>Side opening envelope in white imported (Indonesian) paper (70-Gsm) in 01-Color (Green) Printing.</p> <p>Size (Width x Length)</p> <p>Printing matter at back side of envelope (Govt of Sindh Logo with department name & address). Size (Width x Length)</p>	<p>9.0 x 4.0 inches</p> <p>4.0 x 1.0 inches</p>	Bunch of 500-envelopes each in sealed Plastic wrapping
8.	<p>Side opening envelope in white imported (Indonesian) paper (70-Gsm) in 01-Color (Green) Printing. Size (Width x Length)</p> <p>Printing matter at back side of envelope (Govt of Sindh Logo with department name & address). Size (Width x Length)</p>	<p>11 x 5.0 inches</p> <p>4.75 x 1.2 inches</p>	Bunch of 500-envelopes each in sealed Plastic wrapping

9.	A4 Size side opening envelope in white imported (Indonesian) paper (70-Gsm) in 01-Color (Green) Printing. Size (Width x Length) Printing matter at back side of envelope (Govt of Sindh Logo with department name & address). Size (Width x Length)	12 x 10 inches 6.5 x 1.6 inches	Bunch of 100-envelopes each in sealed Plastic wrapping
10.	A3 Size side opening envelope in white imported (Indonesian) paper (70-Gsm) in 01-Color (Green) Printing. Size (Width x Length) Printing matter at back side of envelope (Govt of Sindh Logo with department name & address). Size (Width x Length)	11 x 15 inches 7.5 x 1.86 inches	Bunch of 100-envelopes each in sealed Plastic wrapping

LOT-III (STATIONERY ITEMS ON MONTHLY BASIS)

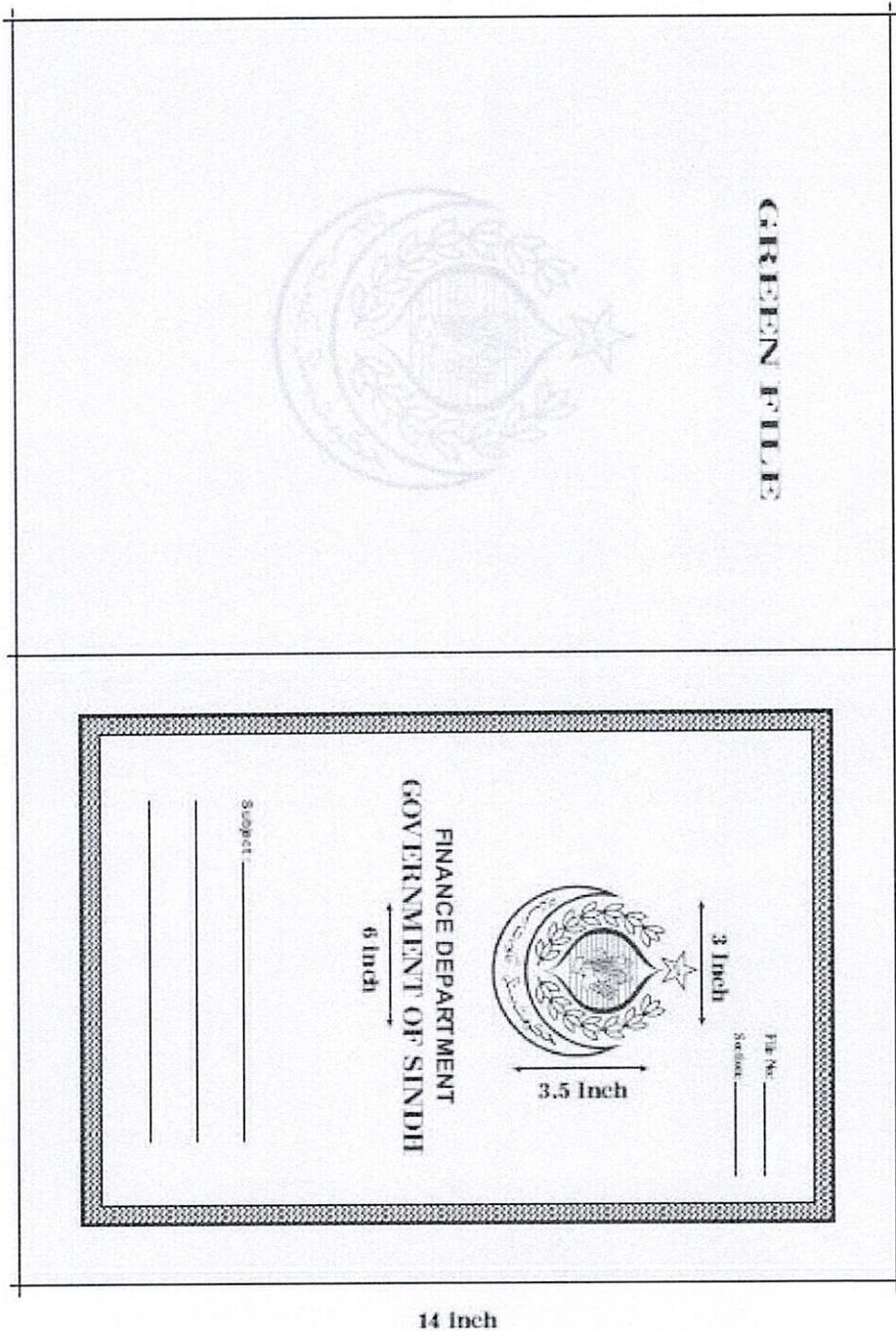
Line Item No	Technical Specification				
	Brand Name or Equivalent	Item Code No.	Color	Per unit weight / Size	Required Packaging
1.	Pilot	BXGPN	-	-	Each Packet consist of 12-Pieces
2.	Pilot	BXGPN-V10	-	-	Each Packet consist of 12-Pieces
3.	Uni Ball	UM-120	-	-	Each Packet consist of 12-Pieces
4.	Uni Ball	UM-150	-	-	Each Packet consist of 12-Pieces
5.	Piano Pro	PRO	Blue,Black,Red	-	Each Packet consist of 10-Pieces
6.	Dollar Neon	HL-625	Red,Orange,Green, Yellow	-	Each Packet consist of 10-Pieces
7.	Flora	M814	Blue, Black	-	Each Packet consist of 10-Pieces
8.	Deli Neon	U51600	-	-	Each Packet consist of 12-Pieces
9.	Kita	K-2006	-	-	Each Box consist of 40-Pieces
10.	Dux	EN-71	-	-	Each Box consist of 50-Pieces
11.	Aroma	1200B	-	-	Each Packet consist of 12-Pieces
12.	Pelican Blanco	E2	-	20-ml	Each Packet consist of 12-Pieces
13.	Three Flower	TF-9222	-	-	Each Packet consist of 10-Pieces
14.	Three Flower	TF-0095	-	-	-
15.	Three Flower	TF-0316	-	-	Each Box consist of 12-Pieces
16.	Three Flower	TF-2317	-	(23/13) (23/17)	Each Box consist of 10-Pieces
17.	Dollar	ST-246	-	(24/6)	Each Box consist of 20-Pieces
18.	Three Flower	TF-0222	-	-	-
19.	Three Flower	TF-36 M.M	-	-	Each Box consist of 12-Pieces
20.	Cutter	332	-	-	-
21.	Yizh Wang	Y-60	-	Small	Each Box consist of 12-Pieces
22.	Golden Phoenix	K-905	-	Large	Each Box consist of 12-Pieces
23.	Nafees	145e	-	Medium	Each Box consist of 12-Pieces
24.	UHU	Nr65	-	Medium	Each Box consist of 12-Pieces
25.	Three Flower	TF-03Y	Yellow	75x75mm(Medium)	Each Box consist of 12-Pieces
26.	Xingli	S1-5	Yellow	76x27mm (Large)	Each Box consist of 12-Pieces
27.	Crescent	-	-	-	Each Box consist of 12-Pieces
28.	Crescent	Approx	-	-	Each Box consist of 12-Pieces
29.	Three Flower	TF-0317	-	-	Each Box consist of 12-Pieces
30.	Three Flower	TF-0317	-	-	-
31.	Any Brand	-	-	Small	Each Bundle consist of 12-Pieces
32.	Any Brand	-	-	Large	Each Bundle consist of 12-Pieces
33.	Noble	-	-	Medium	-
34.	Any Brand	-	-	-	Each Box consist of 12-Pieces
35.	Rnext	BLQ-311A	-	-	-
36.	Deli	5382	-	-	-
37.	Pak	-	-	-	-
38.	Artico	AR-556	-	-	-
39.	Three Flower	TF-2-38D	-	-	-
40.	Noble	-	-	200-Pages	-
41.	Noble	-	-	400-Pages	-
42.	Noble	-	-	600-Pages	-
43.	Noble	-	-	400-Pages	-
44.	H.B	-	-	-	-
45.	PAK	-	Green	-	Each Packet consist of 100-Pieces
46.	Owner	D-2	-	-	-
47.	Sabzi	-	-	-	-

48.	Any Brand	-	-	-	-
49.	Yihao	Y-207	-	-	-
50.	Three Flower	-	-	-	-
51.	Three Flower	-	-	-	-
52.	Opal	-	-	-	-
53.	Tranbo	EF12B	-	-	-
54.	Noble	-	-	600-Pages	-
55.	Three Flower	TF905	-	-	-
56.	Jinxin	-	-	4x4-inches	Each Packet consist of 12-Pieces
57.	Toyo	-	-	400-Pages	-
58.	Johnson	-	-	-	-

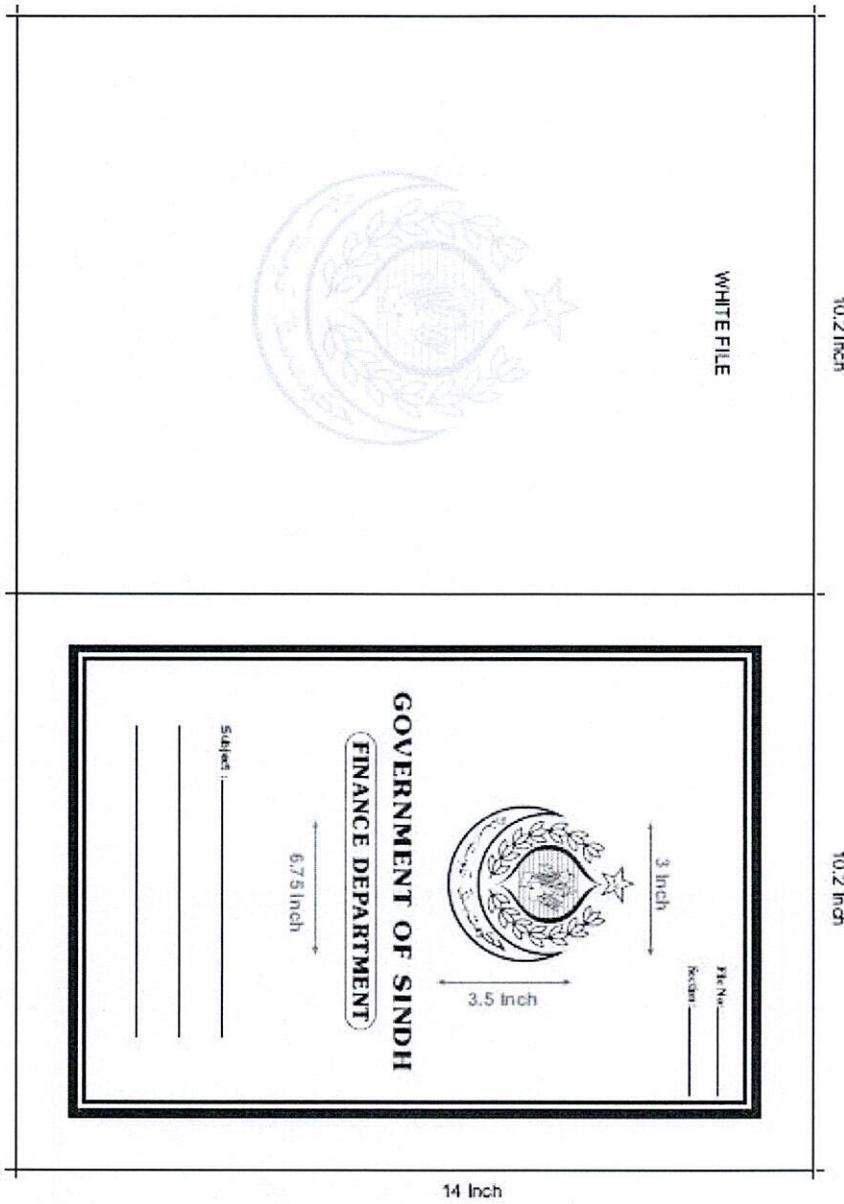
4. Drawings

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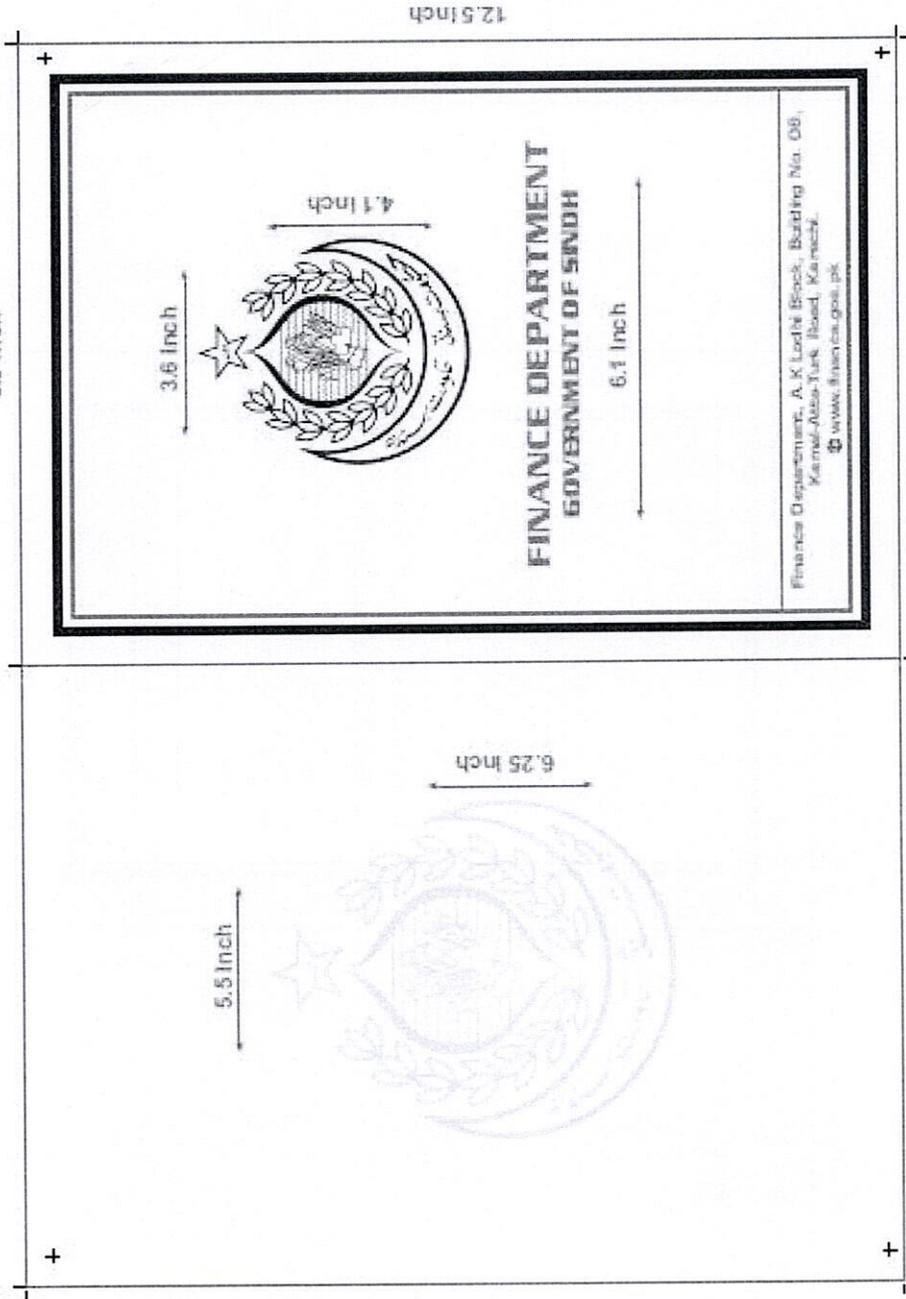
LOT-II: LINE ITEM NO. 1 FILE COVERS (GREEN COLOR)



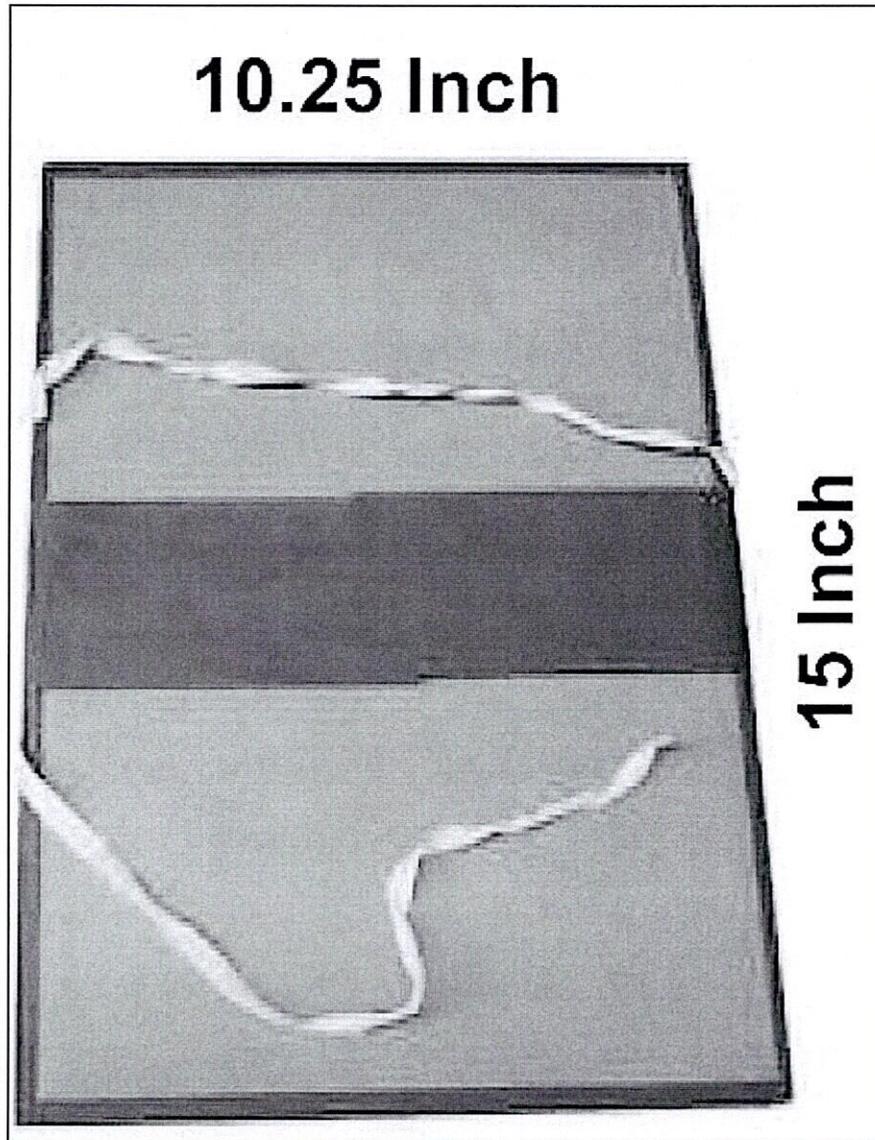
**LOT-II: LINE ITEM NO. 2
FILE COVERS (WHITE COLOR)**



**LOT-II: LINE ITEM NO.3
FILE COVERS (WHITE COLOR)**

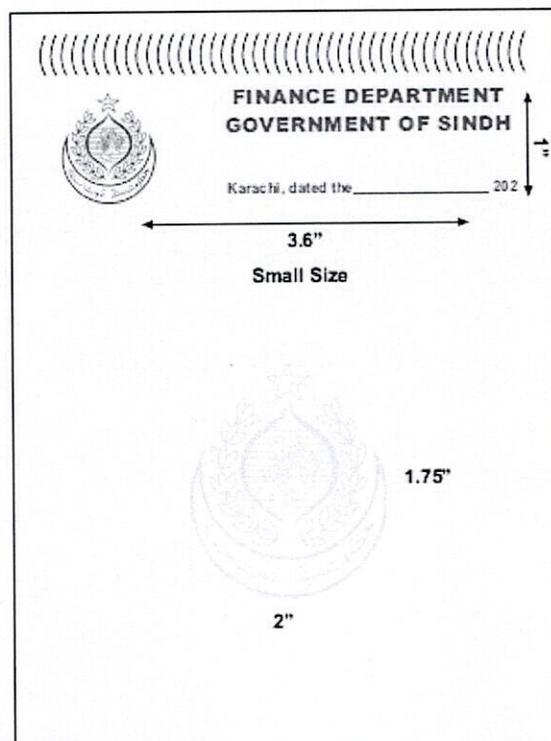


**LOT-II: LINE ITEM NO. 4
FILE BOARDS**



**LOT-II: LINE ITEM NO. 5
NOTEPADS WITH SPIRAL BINDING (SMALL)**

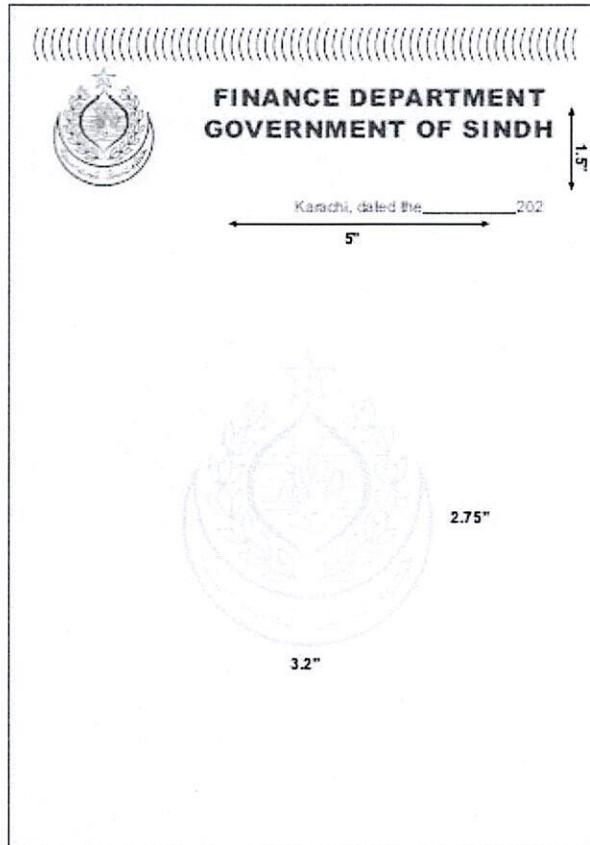
4.25 Inch



5.75 Inch

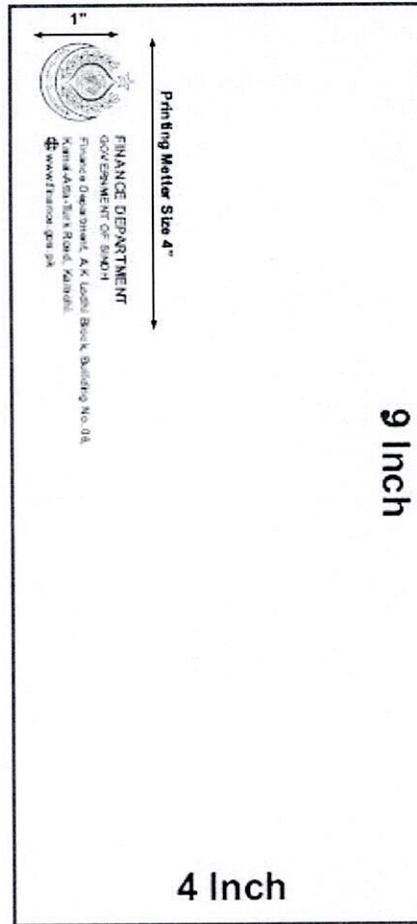
**LOT-II: LINE ITEM NO. 6
NOTEPADS WITH SPIRAL BINDING (MEDIUM)**

5.75 Inch

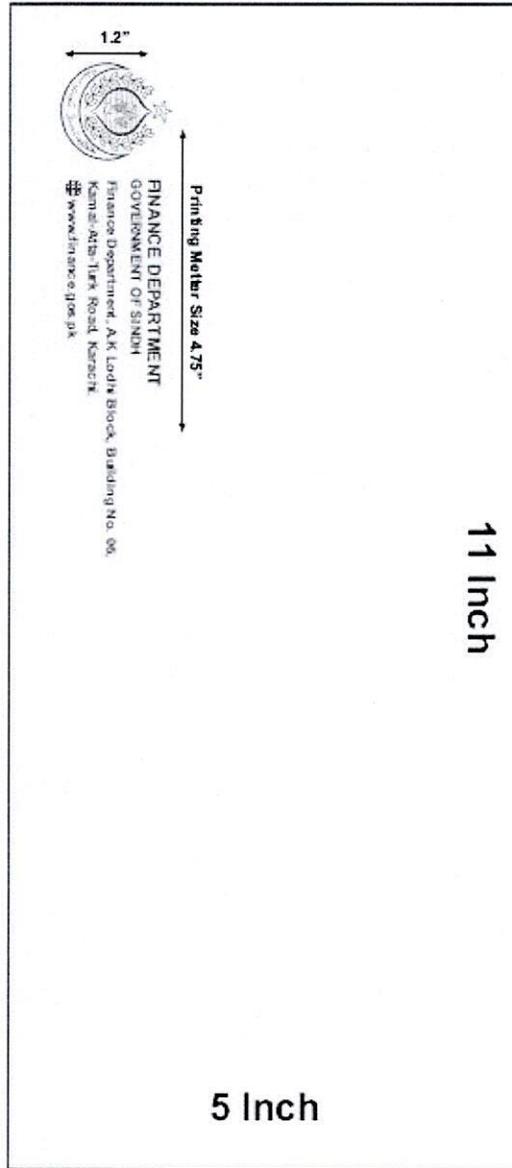


8.25 Inch

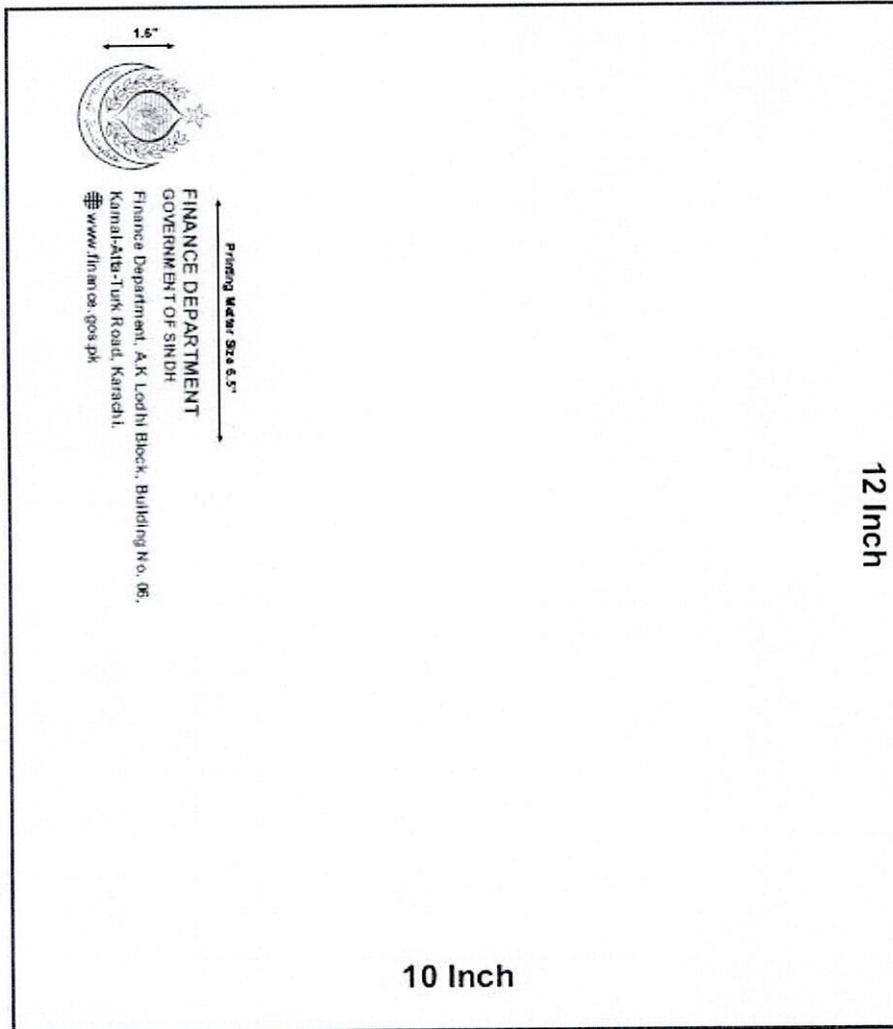
**LOT-II: LINE ITEM NO. 7
SIDE OPENING ENVELOPE (WHITE COLOR)**



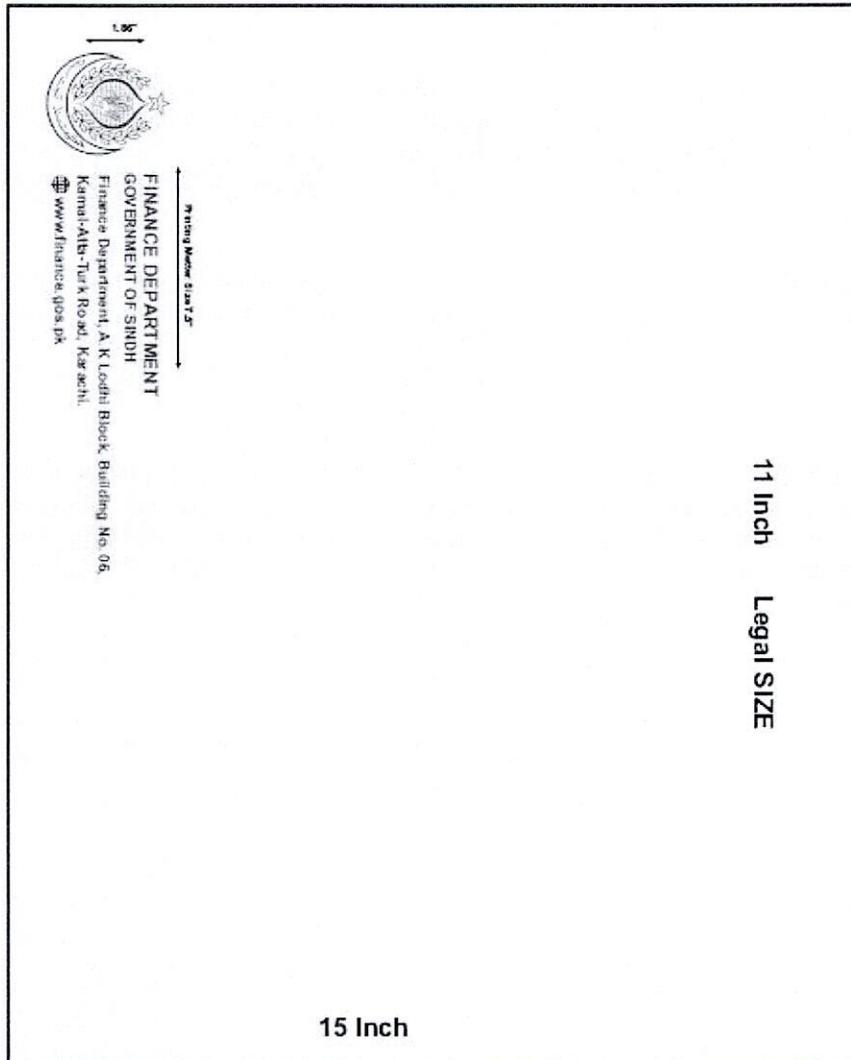
LOT-II: LINE ITEM NO. 8
SIDE OPENING ENVELOPE (WHITE COLOR)



LOT-II: LINE ITEM NO. 9
SIDE OPENING ENVELOPE (WHITE COLOR)



LOT-II: LINE ITEM NO. 10
SIDE OPENING LEGAL SIZE ENVELOPE (WHITE COLOR)



5. Inspection Reports

The following inspections shall be performed:

- **FOR LOT-I:** At the time of delivery of goods by the successful bidder, the **Procuring Agency's representative / Authorized Officer** shall conduct the goods quality inspection or check and issue an Inspection acceptance certificate, which will be submitted by the bidder on **monthly basis** along with the invoice for payment releases purpose.
- **FOR LOT-II:** At the time of delivery of goods by the successful bidder, the **Procuring Agency's representative / Authorized Officer** shall conduct the goods quality inspection or check and issue an Inspection acceptance certificate, which will be submitted by the bidder on **monthly basis** along with the invoice for payment releases purpose.
- **FOR LOT-III:** At the time of delivery of goods by the successful bidder, the **Procuring Agency's representative / Authorized Officer** shall conduct the goods quality inspection or check and issue an Inspection acceptance certificate, which will be submitted by the bidder on **monthly basis** along with the invoice for payment releases purpose.

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT
FORMS**

Section VI - General Conditions of Contract

Table of Clauses

1. Definitions	66
2. Contract Documents	67
3. Interpretation	67
4. Language	68
5. Joint Venture, Consortium or Association	68
6. Eligibility	68
7. Notices	68
8. Governing Law	69
9. Settlement of Disputes	69
10. Inspections and Audit by the Procuring Agency	69
11. Scope of Supply	70
12. Delivery and Documents	70
13. Supplier's Responsibilities	70
14. Contract Price	71
15. Terms of Payment	71
16. Taxes and Duties	72
17. Performance Security	72
18. Copyright	72
19. Confidential Information	72
20. Subcontracting	73
21. Specifications and Standards	73
22. Packing and Documents	74
23. Insurance	74
24. Transportation and Incidental Services	74
25. Inspections and Tests	75
26. Liquidated Damages	76
27. Warranty	76
28. Patent Indemnity	77
29. Limitation of Liability	78
30. Change in Laws and Regulations	78
31. Force Majeure	79
32. Change Orders and Contract Amendments	79
33. Extensions of Time	80
34. Termination	81
35. Assignment	82
36. Export Restriction	82

Section VI – General Conditions of Contract (GCC)

1. **Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract or Agreement" means the agreement entered into between the Procuring Agency and the Supplier, together with the documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Completion" means the Supplier's fulfillment of the Related Services in accordance with the terms and conditions set forth in the Contract.
 - (f) "GCC" means the General Conditions of Contract.
 - (g) "Goods" means all commodities, raw material, machinery and equipment, and/ or other materials the Supplier is required to supply to the Procuring Agency under the Contract.
 - (h) "Procuring Agency's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (i) "Procuring Agency" means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
 - (j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract.
 - (k) "SCC" means the Special Conditions of Contract.
 - (l) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (m) "Supplier" means the person, private or government entity, or a combination of the above whose bid to perform the Contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement.
 - (n) "The Project Site," where applicable, means the place named in the **SCC**.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Interpretation**
- 3.1 If the context requires it, singular means plural and vice versa.
- 3.2 **Incoterms**
- (a) Unless inconsistent with any Contract provision, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the **SCC**.
 - (b) The terms DDP, EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
- 3.3 **Entire Contract Agreement:** The Contract constitutes the agreement between the Procuring Agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties before the Contract date.
- 3.4 **Amendments:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 3.5 **Non-waiver**
- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.
 - (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting

such waiver and must specify the right and the extent to which it is being waived.

- 3.6 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

- 4.1 The Contract and all correspondence and documents relating to it exchanged by the Supplier and the Procuring Agency shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation for documents provided by the Supplier.

5. Joint Venture, Consortium or Association

- 5.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Agency.

6. Eligibility

- 6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered and operates in conformity with the laws of the country.
- 6.2 All Goods and Related Services to be supplied under the Contract and financed by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

7. Notices

- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

- 8. Governing Law**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Agency's Country unless otherwise specified in the SCC.
- 8.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Procuring Agency's Country when
- (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 9. Settlement of Disputes**
- 9.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
- 9.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.
- 10. Inspection and Audit by the Procuring Agency**
- 10.1 The Supplier shall keep and make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 10.2 The Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Procuring

Agency and/ or persons appointed by the Procuring Agency to inspect the site and/ or the accounts, records and other documents relating to the procurement process, selection and/ or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Procuring Agency.

- 11. Scope of Supply**
- 11.1 The Goods and Related Services to be supplied by the Supplier to the Procuring Agency shall be those specified in the Schedule of Requirements.
- 12. Delivery and Documents**
- 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion schedule specified in the schedule of requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the scope of supply in accordance with GCC Clause 11 and the Delivery and Completion Schedule, as per GCC Clause 12.
- 13.2 The Supplier, including its Subcontractors, shall not employ or engage in forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 13.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty and includes any involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 13.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for exploitation.
- 13.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 13.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 13.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the children's health, safety, or morals. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
 - (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as working for long hours, during the night or in confinement on the employer's premises.
- 13.8 The Supplier shall comply with and require its Subcontractors, if any, to comply with all applicable health and safety regulations, laws, guidelines, and any other requirements stated in the Technical Specifications.
- 13.9 The Supplier shall comply with additional obligations as specified in the **SCC**.
- 14. Contract Price**
- 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, except for any price adjustments authorized in the **SCC**.
- 15. Terms of Payment**
- 15.1 The Contract Price, including any advance payments, if applicable, shall be paid as specified in the **SCC**.
- 15.2 The Supplier's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and the documents submitted pursuant to GCC Clause 12 upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Procuring Agency, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier and after the Procuring Agency has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Procuring Agency fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Agency shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

- 16. Taxes and Duties**
- 16.1 For Goods manufactured outside the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other levies imposed outside the Procuring Agency's Country.
- 16.2 For goods manufactured within the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
- 16.3 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.
- 17. Performance Security**
- 17.1 If required as specified in the **SCC**, the Supplier shall, within seven (7) business days of the notification of contract award or letter of acceptance, provide performance security for the performance of the Contract in the amount specified in the **SCC**.
- 17.2 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.
- 17.3 As specified in the **SCC**, the performance security, if required, shall be denominated in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the formats stipulated by the Procuring Agency in the **SCC**, or in another format acceptable to the Procuring Agency.
- 17.4 The performance security shall be discharged by the Procuring Agency and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless specified otherwise in the **SCC**.
- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Agency directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in a such third party.
- 19. Confidential Information**
- 19.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the

Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Procuring Agency shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Procuring Agency or Supplier need to share with the Government or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the bid. In the original bid or later, such notification shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clause 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements. When no applicable standard is mentioned the standard shall be equivalent or superior

to official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or another document, or any modification thereof provided or designed by or on behalf of the Procuring Agency by giving a notice of such disclaimer to the Procuring Agency;
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any such codes and standards changes shall be applied only after approval by the Procuring Agency and shall be treated in accordance with GCC Clause 32.

22. Packaging and Documents

- 22.1 The Supplier shall provide packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall consider, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all transit points.
- 22.2 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 the **SCC** and any other instructions ordered by the Procuring Agency.

23. Insurance

- 23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

24. Transportation and Incidental Services

- 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall follow the specified Incoterms.
- 24.2 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 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 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.
- 24.3 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 to other parties by the Supplier for similar services.
- 25. Inspections and Tests**
- 25.1 The Supplier shall, at its own expense and no cost to the Procuring Agency, carry out all such tests and inspections of the Goods and Related Services as specified in the **SCC**.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor at point of delivery and/ or at the Goods' final destination, or another place in the Procuring Agency's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, 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.
- 25.3 The Procuring Agency or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Agency bear all of its costs and expenses incurred in connection with such attendance, including but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Agency. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Agency or its designated representative to attend the test and inspection.
- 25.5 The Procuring Agency may require the Supplier to carry out any test and inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's

reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and inspection impede the progress of manufacturing and the Supplier's performance of its other obligations under the Contract, the due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Procuring Agency with a report of the results of any such test and inspection.
- 25.7 The Procuring Agency may reject any Goods or parts that fail to pass any test and inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Agency, and shall repeat the test and inspection, at no cost to the Procuring Agency upon giving notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and inspection of the Goods or any part thereof, nor the attendance by the Procuring Agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6 shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under GCC Clause 30, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Agency may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **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 those SCC. Once maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

27. Warranty

- 27.1 Except as provided under GCC Clause 29, if the Supplier may terminate the Contract pursuant to GCC Clause 34.
- 27.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 27.3 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 27.4 Unless otherwise specified in the **SCC**, the warranty shall remain valid for (For LOT-I): Three (03) months; (For LOT-II): Six (06) months; (For LOT-III): Twelve (12) months & (For LOT-IV): 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 **SCC**.
- 27.5 The Procuring Agency shall promptly notify the Supplier of the nature of any such defects, together with all available evidence, following the discovery thereof. The Procuring Agency shall afford all reasonable opportunities for the Supplier to inspect such defects.
- 27.6 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof at no cost to the Procuring Agency.
- 27.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, nor any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought, or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Agency shall promptly give the Supplier a notice thereof, and the Supplier may at its own

expense and in the Procuring Agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 28.3 If the Supplier fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its behalf.
- 28.4 The Procuring Agency shall, at the Supplier's request, afford all available assistance in conducting such proceedings or claim and be reimbursed by the Supplier for all reasonable expenses.
- 28.5 The Procuring Agency shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Agency.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Procuring Agency, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency and
 - (b) the aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

30. Change in Laws and Regulation

- 30.1 Unless otherwise specified in the Contract, if after the date of twenty-eight (28) days prior to the date of bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/ or the Contract Price, then such delivery date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such

additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

- 31. Force Majeure**
- 31.1 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.
- 31.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change in Orders and Contract Amendments**
- 32.1 The Procuring Agency may at any time order the Supplier through a notice in accordance with GCC Clause 7 to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 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 the delivery/ completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Agency's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and

shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s), including a description and estimate of costs (including life cycle costs) the Procuring Agency, may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Procuring Agency without compromising the necessary functions of facilities.

If the value engineering proposal is approved by the Procuring Agency and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the PCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price, but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

32.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

33. Extension of Time

33.1 If at any time during the performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after

receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, in which case the parties shall ratify the extension by amendment of the Contract.

- 33.2 Except in the case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 2 unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for default

- (a) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Agency, has engaged in fraud and corruption, as defined in the SPP Rules, in competing for or executing the Contract.
- (b) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Agency for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

- (a) The Procuring Agency may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the Procuring Agency.

34.3 Termination for Convenience

- (a) The Procuring Agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods, the Procuring Agency may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay the Supplier an agreed amount for partially completed Goods and Related Services and materials and parts previously procured by the Supplier.

35. Assignment

- 35.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**36. Export
Restriction**

- 36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to the country of the Procuring Agency, or the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/ goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction the Procuring Agency and of the Government that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/ goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Agency's convenience pursuant to Sub-Clause 34.3.

Section VII – Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Description
GCC 1.1 (i)	The Procuring Agency's Country is: Islamic Republic of Pakistan
GCC 1.1 (j)	The Procuring Agency is: Finance Department, Government of Sindh
GCC 1.1 (n)	<p>The Final Destination is:</p> <p>Karachi: Room no. 171, Ground Floor, Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.</p> <p>The delivery of all the Goods shall be made to the office as mentioned above as further specified under Section V – Schedule of Requirements (List of Goods and Delivery Schedule).</p>
GCC 3.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by the incoterms, they shall be as prescribed by other internationally accepted trade terms.
GCC 3.2 (b)	The version edition of Incoterms shall be: 2020
GCC 4.1	The language shall be: English
GCC 7.1	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: The Section Officer (B&A), Finance Department, Government of Sindh</p> <p>Address: Room no. 166, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road</p> <p>City: Karachi</p> <p>Telephone: +92 21 99222113 +92 21 99222111</p> <p>Fax: NIL</p> <p>E-mail: procurementfd@finance.gos.pk</p>
GCC 8.1	The governing law shall be the law of: Islamic Republic of Pakistan
GCC 9.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows:</p> <p>Contract with the Supplier of the Procuring Agency's country: Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall be referred to adjudication/ arbitration following of the Procuring Agency's Country.</p>

GCC 12.1 **The shipping or delivery and other documents to be furnished by the Supplier are** Supplier's warranty certificate, inspection certificate issued by the nominated inspection agency or the Procuring Agency, Supplier's factory shipping details, or as applicable, etc. The Procuring Agency shall receive the documents at the time of delivery of the Goods, and if not received, the Supplier will be responsible for any consequential expenses.

GCC 13.9 The Supplier shall have a code of conduct and provide appropriate sensitization for its personnel carrying out installation, operation, and maintenance that include, but are not limited to, maintaining a safe working environment and not engaging in the following practices:

- (i) any form of sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Procuring Agency's personnel;
- (ii) Sexual exploitation, which means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another;
- (iii) Sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- (iv) any form of sexual activity with individuals under 18, except in the case of pre-existing marriage.

The Procuring Agency may require the Supplier to remove (or cause to be removed) from the Site or other places where goods are being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 13.9. Notwithstanding any requirement from the Procuring Agency to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person from the Site or other places where goods are being executed. In either case, the Supplier shall promptly appoint, as appropriate, suitable replacement with equivalent skills and experience.

GCC 14.1 The prices charged for the Goods supplied performed **shall not** be adjustable.

If prices are adjustable, the following method shall be used to calculate the price adjustment: **N/A**

GCC 15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad or within the Procuring Agency's Country: Hundred (100) percent (LOT Wise) of the Contract Price shall be paid within thirty (30) days effective from Goods delivered and accepted along with the supporting documents.</p>
GCC 15.5	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is the Karachi Interbank Offered Rate (KIBOR) at the date when the interest starts to apply.</p>
GCC 17.1	<p>A performance security shall be required. The amount of performance security shall be 10% of the Contract Price.</p>
GCC 17.3	<p>The Performance Security shall be in the form of an unconditional bank guarantee issued or confirmed by a commercial bank of the Procuring Agency's Country in the prescribed format attached with the bidding document or pay order or demand draft in favor of the Drawing & Disbursing Officer, Finance Department, Government of Sindh for a period of Twelve (12) months from the date of its submission.</p> <p>The performance security shall be denominated in a freely convertible currency acceptable to the Procuring Agency in accordance with the Contract Price.</p>
GCC 17.4	<p>Discharge of the performance security shall take place within twenty-eight (28) days following the date of satisfactory completion of the Supplier's performance obligations under the Contract.</p>
GCC 22.2	<p>The packing, marking, and documentation within and outside the packages shall be: Finance Department, Government of Sindh (Secretariat) Karachi.</p>
GCC 23.1	<p>The insurance coverage shall be as specified in the Incoterms: N/A</p>
GCC 24.1	<p>Responsibility for transportation of the Goods as specified in the Incoterms. DDP Karachi [as mentioned under SCC GCC 1.1 (o)].</p> <p>The Supplier is required under the Contract to transport the Goods to a specified place of final destination/ delivery place within the Procuring Agency's Country, defined as the Project Site, transport to such place of destination in the Procuring Agency's Country, including insurance, storage, as specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
GCC 24.2	<p>Incidental services are performance, replacement during the Goods' operational or warranty period. The price quoted in the bid or agreed with the selected Supplier shall be included in the Contract Price.</p>

GCC 25.1	The inspections shall be done at the final destination/ delivery place to ensure the Goods received to comply with the required specification, mutually agreed by both parties, and are fully operational.
GCC 25.2	The Inspections shall be conducted at the final destination indicated under Section VIII of Supply requirements.
GCC 26.1	The liquidated damage shall be 0.5% per day . The maximum amount of liquidated damages shall be 10% of the Contract Price.
GCC 27.3	The period of validity of the warranty shall be (For LOT-I): Three (03) months; (For LOT-II): Three (03) months and (For LOT-III): Three (03) months that shall start with effect from the Goods delivery at the respective destined site. For purposes of warranty, places of destination shall be same as delivery place. GCC 27.3 – In partial modification of the provisions, the warranty period shall be (For LOT-I): Three (03) months; (For LOT-II): Three (03) months and (For LOT-III): Three (03) months ; effective from the Goods delivery date. The Supplier shall also 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: <ul style="list-style-type: none"> <li data-bbox="420 915 1331 1039">(i) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests following GCC 25.7; or <li data-bbox="420 1068 1331 1156">(ii) pay liquidated damages to the Procuring Agency for failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10% of the Contract Price; or <li data-bbox="420 1185 1331 1309">(iii) Assume responsibility to provide after-sales service following the standard terms and conditions at its cost during the warranty period for the delivered Goods. This condition shall apply to the local warranty only.
GCC 27.5 GCC 27.6	The period for replacement of goods / items shall be within Seven (07) days .
GCC 32.4	The Procuring Agency shall not consider any value-engineering proposal from a Supplier.

Section VIII – Contract Forms

Contents

1. Letter of Acceptance	88
2. Contract Agreement	89
3. Performance Security	91
4. Advance Payment Security	92

Letter of Acceptance

[use letterhead paper of the Procuring Agency]

[Date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your bid dated ***[insert date]*** for the execution of the ***[insert name of the Contract and identification number, as given in the SCC]*** for the accepted Contract Amount of ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are advised to furnish the original copies of (i) the performance security within seven (7) days in accordance with the conditions of the Contract, using for that purpose one of the performance security forms; and (ii) the Contract agreement affixed stamp duty equivalent to 0.30% of the Contract Price or any other applicable rate prevailing on the agreement's registry date following the provisions of the Stamp Act, 1989.

You are further advised to confirm in writing, within five (5) days, reckoned from the date of receipt of this letter, its acceptance of matters set out herein, and its willingness to execute the Contract in the form enclosed to this letter.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful bidder shall fill in this form following the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Agency]*, a *[insert description of the type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Procuring Agency}, or a corporation incorporated under the laws of {insert name of Country of Procuring Agency}]* and having its principal place of business at *[insert address of Procuring Agency]* (hereinafter called “**the Procuring Agency**”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “**the Supplier**”), of the other part:

WHEREAS the Procuring Agency invited bids for certain Goods and ancillary services, viz., *[insert a brief description of the Goods]* and has accepted a bid by the Supplier for the supply of those Goods.

The Procuring Agency and the Supplier agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are assigned to them in the Contract documents.
2. The following documents shall be deemed to form, read, and construe as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the letter of acceptance
 - (b) the letter of bid
 - (c) the addenda Nos. _____ (if any)
 - (d) Special conditions of contract
 - (e) General conditions of contract
 - (f) the specification (including the schedule of requirements and technical specifications)
 - (g) the completed schedules (including price schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Agency to provide the Goods 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 the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at 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 the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Agency

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

(Bank Guarantee)

[The bank, as requested by the successful bidder, shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and address of the Procuring Agency]*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on the letterhead]*

We have been informed that _____ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (the '**Applicant**') has been issued a letter of acceptance bearing the letter's reference number _____ for the supply of *[insert description of Goods and related Services]* to the Beneficiary (the '**Letter of Acceptance**').

Furthermore, we understand that, according to the Letter of Acceptance, performance security in the form of a bank guarantee or otherwise is required to be submitted by the Applicant to the Beneficiary.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or separately signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than _ Day of _, 2___², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the percentage of the accepted Contract Price specified in the Letter of Acceptance and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 17.4. The Procuring Agency should note that in the event of an extension of this date for completion of the Contract, the Procuring Agency would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

Advance Payment Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and address of Procuring Agency]*

Date: *[Insert date of issue]*

Advance Payment Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (the '**Applicant**') has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary for the execution of *[insert name of contract and a brief description of Goods and related Services]* (the '**Contract**').

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*³ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or separately signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the accepted Contract Price has been certified for payment or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

³ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract or a freely convertible currency acceptable to the Procuring Agency.*

PART 4 – APPENDICES

Appendix A – Integrity Pact

Declaration of Fees, Commission and Brokerage etc. Payable by the Supplier

Contract No. _____ Dated _____
 Contract Value: _____
 Contract Title: _____

..... *[insert name of Supplier]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Sindh ('GoS') or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, *[insert name of Supplier]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from the GoS, except that which has been expressly declared pursuant hereto.

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

[Insert name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instruments, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, *[insert name of Supplier]* agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to a ten (10) time sum of any commission, gratification, bribe, finder's fee or kickback given by *[insert name of Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of the Procuring Agency: _____
 Signature: _____
[Seal]

Name of the Contractor: _____
 Signature: _____
[Seal]

Appendix B – Affidavit (non-blacklisting)

[On stamp paper of PKR 50]

[Location, Date]

To: [Name and address of the Procuring Agency]

Re: PROCUREMENT OF MISCELLANEOUS ITEMS UNDER FRAME-WORK CONTRACT.

Dear Sir:

Pursuant to the Invitation for Bids dated [insert the date] in respect of the subject procurement, [Insert Name of the Attorney] hereby represents and warrants that, as of the date of this letter, [insert name of bidder]:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Contract;
- (d) is not blacklisted by any federal or provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and/ or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed under Section III – Evaluation and Qualification Criteria of the bidding document.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Appendix C – Power of Attorney

[On stamp paper of PKR 50]

[Location, Date]

To: [Name and address of the Procuring Agency]

Re: PROCUREMENT OF MISCELLANEOUS ITEMS UNDER FRAME-WORK CONTRACT.

Dear Sir:

Know all men by these presents, we, _____ **[insert name and address of the registered office of the firm]**, do hereby constitute, appoint and authorize Mr./ Ms. _____ **[insert name and father name]** who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our bid for the subject procurement, including signing, authenticating and submission of application/ bid and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Finance Department, Government of Sindh, any other Government entity or any person, in connection with the procurement until the culmination of the process of bidding and after that till the execution of relevant procurement documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds, and things done by our attorney mentioned above shall and shall always be deemed to have been done by us.

For and on behalf of [insert name of the relevant Member]

Authorized Signature [In full and initials]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

Witnesses:

Signature: _____
 Name: _____
 CNIC No.: _____

Signature: _____
 Name: _____
 CNIC No.: _____



**FINANCE DEPARTMENT
GOVERNMENT OF SINDH**

**INVITATION FOR BIDS
(CATEGORY-B)**

**PROCUREMENT OF ORIGINAL SUPPLIES
(HP CARTRIDGES) FOR HP PRINTERS**

**SINGLE STAGE – ONE ENVELOPE BIDDING
PROCEDURE**



Address: Room no. 171, Caretaker Cell-I, Ground Floor, A.K. Lodhi Block –
Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.

Website: <https://www.finance.gos.pk/>

E-mail: procurementfd@finance.gos.pk

Telephone: +92 21 99222113

Fax: +92 21 99222110

SUMMARY

Notice Inviting Tender

Invitation for Bids – Procurement of Original Supplies (HP Cartridges) for HP Printers

Bidding Document

PART 1 – BIDDING PROCEDURES

- Section I** Instructions to Bidders (ITB)
- Section II** Bid Data Sheet (BDS)
- Section III** Evaluation and Qualification Criteria
- Section IV** Bidding Forms

PART 2 – SUPPLY REQUIREMENTS

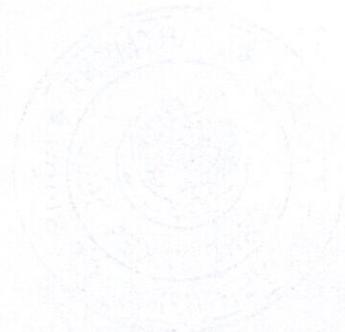
- Section V** Schedule of Requirements

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

- Section VI** General Conditions of Contract (GCC)
- Section VII** Special Conditions of Contract (SCC)
- Section VIII** Contract Forms

PART 4 – APPENDICES

- Appendix A** Integrity Pact
- Appendix B** Affidavit (Non-Blacklisting)
- Appendix C** Power of Attorney



Notice Inviting Tenders

Invitation for Bids

CATEGORY-B: Procurement of Original Supplies (HP Cartridges) for HP Printers

IFB Ref. No.: FD (CTC-I) 03(03)/2024-2025
Karachi, dated the 2nd November, 2024

1. Government of Sindh (the '**Government**') has allocated the funds towards strengthening operational activities support to the offices of Finance Department (the '**Procuring Agency**'), which it intends to apply part of the proceeds of this funding toward the eligible payments under the procurement contract mentioned-below:

- **Category-B: Procurement of Original supplies (HP Cartridges) for HP Printers**

Delivery: All the goods, conforming to the required specification, shall be delivered to the Procuring Agency, within 30-business days effective from the contract signing date, as further specified under the bidding document.

2. The Procuring Agency now invites sealed bids from the eligible bidders for supplying of HP Original supplies / Ink Cartridges for the HP Printers installed at the various offices of Finance Department, as further detailed under the single bidding document issued for the said procurement.
3. Procurement will be conducted through national competitive bidding using a single stage-one envelope bidding procedure as specified in the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**'), and is open to all the eligible bidders as defined in the bidding document.
4. Bidders may bid on **Lumpsum basis** as mentioned thereunder. The contract(s) will be awarded to the bidder(s) offering the most advantageous bid, provided the bidder(s) meet the required qualification criteria and other terms & conditions mentioned under the bidding document.
5. Interested bidders may seek further information by obtaining the bidding document upon submission of written application alongwith a pay order / demand draft amounting to Rs. 1,500/- in favor of Drawing & Disbursing Officer, Finance Department Government of Sindh with effect from **3rd November, 2024** to **24th November, 2024** or downloading it the same from the websites of the Procuring Agency or SPPRA <https://www.finance.gos.pk/> or <https://portalsindh.eprocure.gov.pk/#/>.
6. Bids containing requisite or supporting documents must be submitted **electronically** through designated e-procurement system i.e. E-Pak Acquisition and Disposal System (EPADS) of Sindh Public Procurement Regulatory Authority on or before **11:00 am** on **25th November, 2024**. **No physical bids shall be allowed**. Late Bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives at the address given below **12:00 noon** on **25th November, 2024**.
7. All the bids shall remain valid for Ninety (90) days effective from the bids' opening date and must be accompanied by a corresponding bid security equivalent to 5% of the total quoted bid in the shape of pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of '**Drawing & Disbursing Officer, Finance Department, Government of Sindh**'.

8. The Procuring Agency reserves the right to reject any or all bids or cancel the bidding process, in whole or in part, at any time before accepting a bid(s), subject to the relevant provisions of the SPP Rules.

9. The address referred to above is:

Attention: The Section Officer (B&A) *(CTC)*

Finance Department, Government of Sindh

Address: Room No. 166, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.

Phone: +92 21 99222111

E-mail: procurementfd@finance.gos.pk

Website: <https://www.finance.gos.pk/>

Bidding Document

PROCUREMENT OF ORIGINAL SUPPLIES (HP CARTRIDGES) FOR HP PRINTERS (Single Stage-One Envelope Bidding Process)

IFB Reference No: FD (CTC-I) 03(03)/2024-2025
Procuring Agency: Finance Department, Govt. of Sindh
Address: Room No. 171, Caretaker Cell-I, Ground Floor, A.K. Lodhi Block –
Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-
Turk Road, Karachi.
Issued on: 03rd November, 2024

Bidding Document

Table of Contents

PART 1 – Bidding Procedures	2
Section I Instructions to Bidders	3
Section II Bid Data Sheet (BDS).....	26
Section III Evaluation and Qualification Criteria	30
Section IV Bidding Forms.....	34
PART 2 – Supply Requirements	43
Section V Schedule of Requirements.....	464
PART 3 – Condition of Contract and Contract Form	49
Section VI General Conditions of Contract.....	50
Section VII Special Conditions of Contract.....	68
Section VIII Contract Forms	72
PART 4 – Appendices	78
Appendix A Integrity Pact.....	79
Appendix B Affidavit (non-blacklisting)	80
Appendix C Power of Attorney	81

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders

Contents

A. General	5
1. Scope of Bid.....	3
2. Source of Funds.....	3
3. Eligible Bidders	3
4. Eligible Goods and Related Services	7
B. Contents of Request for Bids Document.....	8
5. Sections of Bidding Document	8
6. Clarification of Bidding Document	9
7. Amendment of Bidding Document.....	9
C. Preparation of Bids	9
8. Cost of Bidding.....	9
9. Language of Bid.....	9
10. Documents Comprising the Bid	9
11. Letter of Bid and Price Schedules	120
12. Alternative Bids.....	120
13. Bid Prices and Discounts	120
14. Currencies of Bid and Payment.....	142
15. Documents Establishing Eligibility and Conformity of Goods and related Services.....	153
16. Documents Establishing the Eligibility and Qualifications of the Bidder	153
17. Period of Validity of Bids	164
18. Bid Security.....	164
19. Format and Signing of Bid.....	15
D. Submission and Opening of Bids	16
20. Sealing and Marking of Bids.....	16
21. Deadline for Submission of Bids.....	16
22. Late Bids	197
23. Withdrawal, Substitution, and Modification of Bids	197
24. Bid Opening	197
E. Evaluation and Comparison of Bids	18
25. Confidentiality	18
26. Clarification of Bids	19
27. Deviations, Reservations, and Omissions	19
28. Determination of Responsiveness.....	19
29. Nonconformities, Errors and Omissions	220
30. Correction of Arithmetical Errors	220
31. Conversion to Single Currency.....	21
32. Margin of Preference.....	21
33. Evaluation of Bids	21
34. Comparison of Bids.....	23
35. Qualification of the Bidder	23
36. Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids	23

37. Bid Evaluation Reports.....	23
F. Award of Contract.....	24
38. Award Criteria	24
39. Procuring Agency’s Right to Vary Quantities at Time of Award	24
40. Notification of Award	24
41. Signing of Contract.....	24
42. Performance Security.....	25

Section I – Instructions to Bidders (ITB)

A. General

- 1. Scope of Bid**

 - 1.1 In connection with the notice inviting tender, an invitation for bids (IFB), specified in the **Bid data sheet ('BDS')**, the Procuring Agency, as specified in the **BDS**, issues this bidding document for the supply of goods and related services incidental thereto, as defined in Section V – Schedule of Requirements. The name, identification, and package details of the IFB are specified in the **BDS**.
 - 1.2 Throughout this bidding document:

 - (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **BDS**, distributed or received through the electronic system used by the Procuring Agency) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means a calendar day unless otherwise specified as “business day”. A business day is any official working day and excludes any public holiday announced by the Government of Sindh.
- 2. Source of Funds**

 - 2.1 The Procuring Agency specified in the **BDS** has applied for or received funds from the Government of Sindh (the '**Government**') in an amount toward the project or scheme named in the **BDS**. The Procuring Agency intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
 - 2.2 Payment of the funds will be made only at the request of the Procuring agency and upon approval by the Government of Sindh of the competent Authority, and in case of a project will be subject in all respect to the terms and conditions of the agreement, if any relating to a project.
- 3. Eligible Bidders**

 - 3.1 A bidder may be a firm that is a private entity, a state-owned enterprise or institution, subject to ITB 3.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, as specified in the **BDS**. In the case of a joint venture, as specified in the **BDS**, all members shall be jointly and severally liable for executing the entire contract in accordance with the contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all of the members of the JV during the bidding process and, in the event the JV is awarded the contract during contract execution. Unless specified in the **BDS**, there is no limit on the number of members in a JV.

- 3.2 A bidder shall not have a conflict of interest. Any bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have conflict of interest for the purpose of this bidding process if the bidder is:
- (a) directly or indirectly controls, is controlled by or is under common control with another bidder; or
 - (b) receives or has received any direct or indirect subsidy from another bidder; or
 - (c) has the same legal representative as another bidder; or
 - (d) has a relationship with another bidder, directly or through common third parties, that puts it in a position to influence the bid of another bidder or influence the decisions of the Procuring Agency regarding this bidding process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (f) or any of its affiliates have been hired (or is proposed to be hired) by the Procuring Agency or Government for the contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the fund) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/ or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from a such relationship has been resolved in a manner acceptable to the extent of the bidding process and execution of the contract.
- 3.3 A firm that is a bidder (either individually or as a JV member as specified in the **BDS**) shall not participate in more than one bid, except for permitted alternative bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all bids in which the firm is involved. A firm that is not a bidder or a JV member may participate as a subcontractor in more than one bid as specified in the **BDS**.

- 3.4 A bidder may have the nationality of any country unless expressly mentioned otherwise in the **BDS**, subject to the restrictions pursuant to ITB 3.8. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the contract, including related services.
- 3.5 A bidder that has been blacklisted by any organization shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a contract or benefit from a Government-financed contract, financially or otherwise.
- 3.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's country may be eligible to compete and be awarded a contract(s) only if they can establish, in a manner acceptable under the SPP Rules, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under the supervision of the Procuring Agency.
- 3.7 A bidder shall not be under suspension or debarred from bidding by the Procuring Agency as the result of any action prescribed under the SPP Rules, 2010.
- 3.8 Firms and individuals may be ineligible if so indicated in the bidding document and (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 3.9 A bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- 3.10 A firm that is under a sanction of debarment by the Government from being awarded a contract is ineligible to participate in this procurement.
- 4. Eligible Goods and Related Services**
- 4.1 All the goods and related services to be supplied under the contract and funded by the Government may have their origin in any country unless expressly mentioned otherwise under the SPP Rules and other laws, as applicable.
- 4.2 For purposes of this ITB, the term "goods" includes commodities, raw materials, machinery, equipment, and industrial plants, and "related services" include insurance,

installation, training, and initial maintenance as specified under Section V – Schedule of Requirements.

- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

5. Sections of Bidding Document

- 5.1 The bidding document consists of Parts 1, 2, 3, and 4, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.

PART 1 Bidding Procedures

- Section I – Instructions to Bidders (ITB)
- Section II – Bidding Data Sheet (BDS)
- Section III – Evaluation & Qualification Criteria
- Section IV – Bidding Forms

PART 2 Supply Requirements

- Section V – Schedule of Requirements

PART 3 Contract

- Section VI – General Conditions of Contract (GCC)
- Section VII – Special Conditions of Contract (SCC)
- Section VIII – Contract Forms

PART 4 Appendices

- Appendix A – Integrity Pact
- Appendix B – Affidavit (Non-blacklisting)
- Appendix C – Power of Attorney

- 5.2 The notice inviting tender, the invitation for bids (IFB), and any addenda or corrigenda issued by the Procuring Agency shall be treated as part of this bidding document.
- 5.3 Unless obtained directly from the Procuring Agency or downloaded from the websites of the Procuring Agency or Sindh Public Procurement Regulatory Authority (‘SPPRA’), the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the bidding document in accordance with ITB 7. In case of contradiction, documents obtained directly from the Procuring Agency or downloaded from the authenticated websites referred to above shall prevail.
- 5.4 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its bid all the information or documentation as is required by the bidding document.

- 6. Clarification of Bidding Document** 6.1 A bidder requiring any clarification of the bidding document shall contact the Procuring Agency in writing at the Procuring Agency's address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided such request is received before the deadline for submission of bids within a period specified in the BDS. The Procuring Agency shall forward copies of its response to all bidders who have acquired the bidding document in accordance with ITB 5.3, including a description of the inquiry without identifying its source. If so specified in the **BDS**, the Procuring Agency shall also promptly publish its response on the web page identified in the **BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Procuring Agency shall amend the bidding document following the procedure under ITB 7 and ITB 21.2.
- 7. Amendment of Bidding Document** 7.1 At any time prior to the deadline for submission of bids, the Procuring Agency may amend the bidding document by issuing addenda in accordance with the SPP Rules.
- 7.2 Any addendum issued shall be part of the bidding document and communicated in writing to all who have obtained the bidding document from the Procuring Agency in accordance with ITB 5.3. The Procuring Agency shall also promptly publish the addendum on the websites of the Procuring Agency and SPPRA in accordance with ITB 6.1.
- 7.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submitting bids, pursuant to ITB 21.2.

C. Preparation of Bids

- 8. Cost of Bidding** 8.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and the Procuring Agency shall not be responsible or liable in any case whatsoever for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid** 9.1 The bid and all correspondence and documents relating to it exchanged between a bidder and the Procuring Agency shall be written in the language specified in the **BDS**. Supporting documents and printed literature that are part of the bid may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the language specified in the **BDS**, in which case, for purposes of interpretation of the bid, such translation shall govern.
- 10. Documents Comprising the Bid** 10.1 The bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 11;

- (b) **Price Schedules:** completed in accordance with ITB 11 and ITB 13;
- (c) **Bid Security,** in accordance with ITB 18.1;
- (d) **Alternative Bid:** if permissible, in accordance with ITB 12;
- (e) **Authorization:** written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB 19.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 16 establishing the bidder's qualifications to perform the contract if its bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 16 establishing the bidder's eligibility to bid;
- (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 15, establishing the eligibility of the goods and related services to be supplied by the bidder;
- (i) **Conformity:** documentary evidence in accordance with ITB 15 and 29 that the goods and related services conform to the bidding document; and
- (j) any other document required in the **BDS**.

10.2 In addition to the requirements under ITB 11.1, bids submitted by a JV, if permitted so as specified in the **BDS**, shall include a copy of the joint venture agreement entered into by all members. Alternatively, a letter of intent to execute the agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the agreement.

10.3 The bidder shall furnish in the letter of bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this bid.

11. Letter of Bid and Price Schedules

11.1 The letter of bid and price schedules shall be prepared using the relevant forms provided in Section IV – Bidding Forms. The forms must be completed without alterations or substituting the text except as required under ITB 19.3. All blank spaces shall be filled in with the information requested.

12. Alternative Bids

12.1 Unless otherwise specified in the **BDS**, alternative bids shall not be considered.

13. Bid Prices and Discounts

13.1 The prices and discounts quoted by the bidder in the letter of bid and price schedules shall conform to the requirements specified below.

- 13.2 The package and items under it must be listed and priced separately in the price schedules.
- 13.3 The price quoted in the letter of bid in accordance with ITB 11.1 shall be the total price of the bid, including any discounts offered.
- 13.4 The bidder shall quote any discounts and indicate the methodology for their application in the letter of bid, in accordance with ITB 11.1.
- 13.5 Prices quoted by the bidder shall be fixed during the bidder's contract performance and not subject to variation on any account unless otherwise specified in the **BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and rejected pursuant to ITB 28.
- 13.6 If so specified in ITB 1.1, bids are invited for the individual package (item-wise unless expressly mentioned otherwise in the **BDS**). Unless otherwise specified in the **BDS**, prices quoted shall correspond to 100% of the items specified for each package and 100% of quantities specified for each package item.
- 13.7 The terms EXW, CIP, DDP, and other similar terms shall be governed by the rules prescribed in the current edition of incoterms, published by the International Chamber of Commerce, as specified in the **BDS**.
- 13.8 Prices shall be quoted as specified in each price schedule included in Section IV – Bidding Forms. The disaggregation of price components is required solely to facilitate comparison of bids by the Procuring Agency. This shall not limit the Procuring Agency's right to contract on any of the terms offered. In quoting prices, the bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
 - (a) for goods manufactured in the Procuring Agency's country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods;
 - (ii) any Procuring Agency's country sales and income taxes and other taxes, including stamp duty as applicable, which will be payable on the goods if the contract is awarded to the bidder; and

- (iii) the price for inland transportation, insurance, and other local services required to convey the goods to their final destination (delivery site) specified in the **BDS**.
- (b) For goods manufactured outside the Procuring Agency's country to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency's country, as specified in the **BDS**;
 - (ii) the price for inland transportation, insurance, and other local services, including stamp duty as applicable, required to convey the goods from the named place of destination to their final destination (delivery site) specified in the **BDS**;
- (c) For goods manufactured outside the Procuring Agency's country, already imported:
 - (i) the price of the goods, including the original import value of the goods; plus any mark-up (or rebate); plus any other related local cost, and custom and stamp duties and other import taxes already paid or to be paid on the goods already imported;
 - (ii) the customs duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported;
 - (iii) the price of the goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Procuring Agency's country sales and other taxes which will be payable on the goods if the contract is awarded to the bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the goods to their final destination (delivery site) specified in the **BDS**.
- (d) for related services, other than inland transportation and other services required to convey the goods to their final destination, whenever such related services are specified in Section V – Schedule of Requirements, the price of each item comprising the related services (inclusive of any applicable taxes).

14. Currencies of Bid and Payment

- 14.1 The currency(ies) of the bid and the currency(ies) of payments shall be the same. The bidder shall quote in the currency of the Procuring Agency's country the portion of the bid price that

corresponds to expenditures incurred in the currency of the Procuring Agency's country unless otherwise specified in the **BDS**.

14.2 The bidder may express the bid price in any currency. If the bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's country as further specified and restricted in the **BDS**.

**15. Documents
Establishing the
Eligibility and
Conformity of the
Goods and
Related Services**

15.1 To establish the eligibility of the goods and related services in accordance with ITB 4, bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV – Bidding Forms.

15.2 To establish the conformity of the goods and related services to the bidding document, the bidder shall furnish documentary evidence that the goods conform to the technical specifications and standards specified in Section V – Schedule of Requirements.

15.3 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 goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Section V – Schedule of Requirements.

15.4 The bidder shall also furnish a list giving full particulars, including available sources and current prices of spares, special tools, etc., necessary for the proper and continuous functioning of the goods during the period specified in the **BDS** following commencement of the use of the goods by the Procuring Agency.

15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements – Section V, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names, and/ or catalog numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V – Schedule of Requirements.

**16. Documents
Establishing the
Eligibility and
Qualifications of
the Bidder**

16.1 To establish the bidder's eligibility in accordance with ITB 3, bidders shall complete the letter of bid, included in Section IV – Bidding Forms.

16.2 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, if required in the **BDS**, a bidder that does not manufacture or produce the goods it offers to supply shall submit the manufacturer's authorization using the form included in Section IV – Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the goods to supply these goods in the Procuring Agency's country;
- (b) that, if required in the **BDS**, in case of a bidder not doing business within the Procuring Agency's country, the bidder is or will be (if awarded the contract) represented by an agent in 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; and
- (c) that the bidder meets each qualification criterion specified in Section III – Evaluation and Qualification Criteria.

17. Period of Validity of Bids

17.1 Bids shall remain valid until specified in the **BDS** or any extended date if amended by the Procuring Agency in accordance with ITP 7. A bid not valid up to the date specified in the **BDS**, or any extended date requested by the Procuring Agency in accordance with ITB 7, shall be rejected by the Procuring Agency as non-responsive.

17.2 In exceptional circumstances, before the expiry of bid validity, the Procuring Agency may request bidders to extend their bids' validity period. The request and the responses shall be made in writing. In such a case, If bid security is asked in accordance with ITB 18, it shall also be extended for a corresponding period. A bidder may refuse the request without forfeiture of its bid security. A bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB 17.3.

18. Bid Security

18.1 The bidder shall furnish, as part of its bid, a bid security, as specified in the **BDS**, in original form and the amount and currency specified in the **BDS**.

18.2 A bid security shall be in the form of a pay order or demand draft or an unconditional bank guarantee issued by a scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of the Procuring Agency, as specified in the **BDS**.

18.3 Any bid not accompanied by a substantially responsive bid security shall be rejected by the Procuring Agency as non-responsive.

- 18.4 Bid security of unsuccessful bidders shall be returned as promptly as possible upon the expiry of the bid validity or the successful bidder signing of contract and furnishing the performance security pursuant to ITB 42.
- 18.5 The bid security may be forfeited if:
- (a) A bidder requests to withdraw his or its bid after opening but within the bid validity period;
 - (b) Successful bidder fails to furnish performance security; or
 - (c) Successful bidder fails to sign the contract;
 - (d) A bidder does not accept the correction of the quoted amount following the correction of arithmetic errors;
 - (e) A bidder has been found blacklisted by any agency of the federal or provincial government.
- 18.6 The bid security of a JV, if allowed so in the **BDS**, must be in the name of the JV or any members that submit the bid. If the JV has not been legally constituted into a legally enforceable JV at the bidding time, the bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 3.1 and ITB 10.2.
- 19. Format and Signing of Bid**
- 19.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB 10 and clearly mark it "Original." Alternative bids, if permitted in accordance with ITB 12, shall be clearly marked "Alternative". In addition, the bidder shall submit copies of the bid in the number specified in the **BDS** and clearly mark them "Copy". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2 The bidder shall mark as "Confidential" information in their bids that is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19.3 The original and all copies of the bid shall be typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 19.4 In case the bidder is a JV, if allowed so in the **BDS**, the bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the

members as evidenced by a power of attorney signed by their legally authorized representatives.

- 19.5 Any inter-lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

20. Sealing and Marking of Bids

20.1 The bidder shall deliver the bid in a single, sealed envelope (single stage – one envelope bidding process). Within the single envelope, the bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked "Original", all documents comprising the bid, as described in ITB 10; and
- (b) in an envelope marked "Copies", all required copies of the bid; and,
- (c) if alternative bids are permitted in accordance with ITB 12, and if relevant:
 - (i) in an envelope marked "Original – Alternative", the alternative bid; and
 - (ii) in the envelope marked "Copies – Alternative bid" all required copies of the alternative bid.

20.2 The inner and outer envelopes shall:

- (a) bear the name and address of the bidder;
- (b) be addressed to the Procuring Agency in accordance with ITB 21.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

20.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the **BDS**.

21.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB 7 or otherwise, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall after that be subject to the deadline as extended.

- 22. Late Bids**
- 22.1 The Procuring Agency shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the Procuring Agency after the deadline for submission of bids due to any reason whatsoever shall be declared late, rejected, and returned unopened to the bidder.
- 23. Withdrawal, Substitution, and Modification of Bids**
- 23.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (power of attorney) in accordance with ITB 19.3 (except that withdrawal notices do not require documents/copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 19 and 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", "Substitution", or "Modification" as the case may be; and
 - (b) received by the Procuring Agency prior to the deadline prescribed for submission of bids, in accordance with ITB 21.
- 23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the bidders.
- 23.3 No bid shall be withdrawn, substituted, or modified between the deadline for submission and opening of bids and the expiration of the period of bid validity specified by the bidder on letter of bid or any extension thereof.
- 24. Bid Opening**
- 24.1 Except as in the cases specified in ITB 22 and ITB 23.2, the Procuring Agency shall, at the bids opening, publicly open and read out all bids received by the deadline at the date, time, and place specified in the **BDS** in presence of bidders representatives who choose to attend.
- 24.2 First, envelopes marked "Withdrawal" shall be opened and read out, and the envelope with the corresponding bid shall not be opened but returned to the bidder. If the withdrawal envelope does not contain a copy of a power of attorney confirming the signature as a person duly authorized to sign on behalf of the bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bids opening.
- 24.3 Next, envelopes marked "Substitution" shall be opened, read out, and exchanged with the corresponding bid being substituted. The substituted bid shall not be opened but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid

authorization to request the substitution and is read out at bid opening.

- 24.4 Next, envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the bidder and whether there is a modification; the total bid prices, per item if applicable, including any discounts and alternative bids; the presence or absence of bid security, as required; and any other details as the Procuring Agency may consider appropriate at that time.
- 24.6 Only bids, alternative bids, and discounts that are opened and read out at bid opening shall be considered further in the evaluation. The letter of bid and the price schedules are to be initialed by representatives of the Procuring Agency attending the bid opening in the manner specified in the **BDS**.
- 24.7 The Procuring Agency shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 22.1).
- 24.8 The Procuring Agency shall prepare a record of the bid opening that shall include, as a minimum:
- (a) the name of the bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the bid price (item-wise) if applicable, including any discounts;
 - (c) any alternative bids;
 - (d) the presence or absence of bid security.
- 24.9 The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders upon the final bid evaluation.

E. Evaluation and Comparison of Bids

25. Confidentiality

- 25.1 Information relating to the bids' evaluation and recommendation of the contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until the announcement of the evaluation report is transmitted to all bidders in accordance with ITB 37.

- 25.2 Any effort by a bidder to influence the Procuring Agency in the evaluation or contract award decisions may result in the rejection of its bid.
- 25.3 Notwithstanding ITB 25.2, from the time of bid opening to the time of announcement of the evaluation report, if any bidder wishes to contact the Procuring Agency on any matter related to the bidding process, it should do so in writing.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the bidders, the Procuring Agency may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder with respect to its bid that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the bidder's response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids, in accordance with ITB 30.
- 26.2 If a bidder does not provide clarifications of its bid by the date and time set in the Procuring Agency's request for clarification, its bid may be rejected.
- 27. Deviations, Reservations, and Omissions**
- 27.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 28. Determination of Responsiveness**
- 28.1 The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 10.
- 28.2 A substantially responsive bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the contract; or
 - (ii) limit in any substantial way inconsistent with the bidding document, the Procuring Agency's rights, or the bidder's obligations under the contract; or
- (b) if rectified, it would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.3 The Procuring Agency shall examine the technical aspects of the bid submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of Section V – Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.4 If a bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correcting the material deviation, reservation, or omission.

29. Nonconformities, Errors and Omissions

29.1 Provided that a bid is substantially responsive, the Procuring Agency may waive any non-conformities in the bid.

29.2 Provided that a bid is substantially responsive, the Procuring Agency may request that the bidder submit the necessary information or documentation within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

29.3 Provided that a bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities related to the bid price. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive bidders. If the price of the item or component cannot be derived from the price of other substantially responsive bids, the Procuring Agency shall use its best estimate.

30. Correction of Arithmetical Errors

30.1 Provided that the bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected unless, in the opinion of the Procuring Agency, there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.2 Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 30.1 shall result in the rejection of the bid and forfeiture of the bid security.
- 31. Conversion to Single Currency**
- 31.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted to a single currency as specified in the **BDS**.
- 32. Margin of Preference**
- 32.1 Unless otherwise specified in the **BDS**, a margin of preference shall not apply.
- 33. Evaluation of Bids**
- 33.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III – Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. The Procuring Agency shall determine the most advantageous bid by applying the criteria and methodologies. The most advantageous bid is the bid of the bidder that meets the qualification criteria and whose bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 33.2 To evaluate a bid, the Procuring Agency shall consider the following:
- (a) evaluation will be done for Lumpsum basis (contracts), as specified in the **BDS**; and the bid price as quoted in accordance with ITB 13;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 30.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 13.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.3; and
 - (f) the additional evaluation factors are specified in Section III – Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the contract conditions, applied over the period of execution, shall not be taken into account in bid evaluation.
- 33.4 If this bidding document allows bidders to quote different prices for different packages, the methodology to determine the lowest evaluated cost of the package combinations, including any discounts offered in the letter of bid, is specified in Section III - Evaluation and Qualification Criteria.
- 33.5 The Procuring Agency's evaluation of a bid will include and take into account:
- (a) in the case of goods manufactured in the Procuring Agency's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the bidder;
 - (b) in the case of goods manufactured outside the Procuring Agency's country, already imported or to be imported, customs duties and other import taxes levied on the imported goods, sales and other similar taxes, which will be payable on the goods if the contract is awarded to bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 33.6 The Procuring Agency's evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with ITB 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the goods and related services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids unless otherwise specified in the

BDS from amongst those set out in Section III – Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 33.2(f).

- 34. Comparison of Bids** 34.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive bids established in accordance with ITB 33.2 to determine the bid that has the lowest evaluated cost. The comparison shall be based on DDP (place of the final destination) prices for imported goods and EXW prices, plus the cost of inland transportation and insurance to the place of destination for goods manufactured within the Procuring Agency's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall consider custom duties and other taxes levied on imported goods quoted CIP and sales, and similar taxes levied in connection with the sale or delivery of goods.
- 35. Qualification of the Bidder** 35.1 The Procuring Agency shall determine, to its satisfaction, whether the eligible bidder that is selected as having submitted the lowest evaluated cost and substantially responsive bid meets the qualifying criteria specified in Section III – Evaluation and Qualification Criteria.
- 35.2 The determination shall be based upon examining the documentary evidence of the bidder's qualifications record submitted pursuant to ITB 16. The determination shall consider the qualifications of other firms such as the bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the bidder.
- 35.3 An affirmative determination shall be a prerequisite for awarding the contract to the bidder. An adverse determination shall result in the disqualification of the bid. In this event, the Procuring Agency shall proceed to the bidder who offers a substantially responsive bid with the next lowest evaluated cost to make a similar determination of that bidder's qualifications to perform satisfactorily.
- 36. Procuring Agency's Right to Accept Any Bid and to Reject Any or All Bids** 36.1 The Procuring Agency reserves the right to accept or reject any or all bids and annul the bidding process at any time before awarding the contract without incurring any liability to bidders. In case of annulment, all bids submitted, specifically bid securities, shall be promptly returned to the bidders.
- 37. Bid Evaluation Reports** 37.1 The Procuring Agency, upon completion of the bids' evaluation, shall send to each bidder bid evaluation results showing reasons for acceptance or rejection of

bids. The Procuring Agency shall also publicize the reports via the websites of the Procuring Agency and SPPRA at least three (3) business days before the contract award.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37, the Procuring Agency shall award the contract to the bidder(s) offering the most advantageous bid. The most advantageous bid is the bid offered by a bidder that meets the qualification criteria and whose bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

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

39.1 At the time the contract is awarded, the Procuring Agency reserves the right to increase or decrease the quantity of goods and related services initially specified in Section V – Schedule of Requirements, provided this does not exceed the percentages specified in the **BDS** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

40. Notification of Award

40.1 Before the expiry date of the bid validity period or any extension thereof, the Procuring Agency shall notify the successful bidder in writing that its bid has been accepted. The award notification shall specify the sum that the Procuring Agency will pay the bidder in consideration of the contract execution.

40.2 Within fifteen (15) days of the signing of the contract, the Procuring Agency shall publish the award of the contract, including:

- (a) contract evaluation report;
- (b) form of contract and letter of award;
- (c) bill of quantities of schedule of requirements;
- (d) Other documents required under the SPP Rules.

40.3 The contract award notice shall also be published on the Procuring Agency and SPPRA's websites with free access.

41. Signing of Contract

41.1 The Procuring Agency shall send the successful bidder the bid acceptance letter, including the contract agreement.

41.2 The successful bidder shall affix stamp duty and then sign, date and return the Procuring Agency the contract agreement within seven (7) business days of receipt.

42. Performance Security

42.1 Within seven (7) business days of the receipt of the bid acceptance letter from the Procuring Agency, the successful bidder shall furnish the performance security in accordance with the GCC 18, using for that purpose the performance security form included in Section VIII – Contract Forms, or another form acceptable to the Procuring Agency as mentioned in the **BDS**.

42.2 Failure of the successful bidder to submit the performance security mentioned above or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	The IFB reference no. is: FD (CTC-I) 03(03)/2024-2025
ITB 2.1	The Procuring Agency is: Finance Department, Government of Sindh The IFB name is: Procurement of Original Supplies (HP Cartridges/ Toners) for HP Printers
ITB 4.1	The Maximum number of members in the Joint Venture (JV) shall be: JV or consortium is not allowed.
B. Contents of Bidding Document	
ITB 6.1	For clarification of Bid purposes only, the Procuring Agency's address is: Attention: Additional Finance Secretary (SR / Admn) Finance Department, Government of Sindh Address: Room No. 117 & 119, 6 th Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road City: Karachi Telephone: +92 21 99222119 (b): +92 21 99222111 (c): +92 21 99222113 E-mail: procurementfd@finance.gos.pk Website: https://www.finance.gos.pk/
	Requests for clarification (if any) should reach the Procuring Agency no later than five (5) calendar days before the date for the opening of bids, only through the E-Pak Acquisition and Disposal System (EPADS) of Sindh Public Procurement Regulatory Authority i.e. https://portalsindh.eprocure.gov.pk/#/ . No physical correspondence in respect of the clarification shall be accepted from the bidder(s).
C. Preparation of Bids	
ITB 9.1	The language of the bid is the English . All correspondence exchanges shall be in the English language. The language for the translation supporting of documents is English .
ITB 10.1 (j)	Bidder shall submit the following documents [relating to business structure and capability] to perform contracts in its bid: (a) Registration details including Memorandum & Articles of Incorporation (or equivalent documents of constitution or association) and documents for registration of legal entity; (b) Company profile describing nature of business and field of experience; (c) Power of Attorney (Appendix – C); (d) Integrity Pact (Appendix – A); (e) Audit reports containing balance sheets, income statements and cash

	<p>flow statements of the last three (3) years duly issued and verified by a certified chartered accountant firm;</p> <p>(f) Income tax returns filed during the last three (3) years;</p> <p>(g) Bid security financial instrument;</p> <p>(h) Qualification record, including completion certificates and work orders, indicating contracts scope and references proving completion of the requisite number of contract(s) in the last three (3) years;</p> <p>(i) Historical contracts' non-performing details, if any, with reasons leading to non-performance;</p> <p>(j) Litigation history with pending cases and nature of such litigations;</p> <p>(k) An affidavit that the bidder is not blacklisted by any public or private sector organization (Appendix-B);</p> <p>(l) Any other document, including Bid forms as applicable and referred to in the ITB, associated with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.</p>
ITB 12.1	Alternative bids shall not be considered
ITB 13.5	The prices quoted by the bidder(s) shall not be subject to adjustment during the performance of the contract.
ITB 13.6	Bidders may quote for a Lumpsum basis . Evaluation of bids will be made on Lumpsum basis only.
ITB 13.7	The Incoterms edition is: 2020
ITB 13.8 (b)(i)	<p>Place of destination: DDP - the goods shall be delivered at the Procuring Agency's office in Karachi.</p> <p>Karachi: A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.</p>
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	<p>Final Destination (Delivery Site): As specified above.</p> <p>Cartridges / Toners will also be undertaken at the destined places where goods require be delivered or otherwise as mentioned under the supply requirements (refer to the technical specification).</p>
ITB 14.1	The bidder is required to quote in currency of the Procuring Agency's country the portion of the bid price that corresponds to expenditures incurred in that currency. Bidder must quote in Pak Rupees using Section IV – Bid Forms.
ITB 15.4	Period of time the spares / consumables are expected to be functioning: One (01) year
ITB 16.2 (a)	The manufacturer's authorization letter is: Yes (Applicable)
ITB 16.2 (b)	After-sales service: required as per Section V – Schedule of Requirements.
ITB 18.1	The bid shall remain valid until 24th February, 2025
ITB 15.3 (a)	The bid price shall be adjusted by the following factor(s): Not applicable.

ITB 18.1 Bid security shall be required against the total quoted bid. Bidder shall submit bid security equivalent to the **5% of total quoted bid** in Pakistani Currency in the shape of pay order/ demand draft/ bank guarantee, issued or confirmed by a scheduled bank of Pakistan, in favor of **Drawing & Disbursing Officer, Finance Department Government of Sindh**. The original bid security instrument shall be required physically in a separate sealed envelope on or before bid's opening date and a copy of the same instrument, to be required electronically in a bid as well.

ITB 18.2 **Other types of acceptable securities:** Pay Order or Demand Draft or CDR issued by any scheduled bank of the Procuring Agency's country.

ITB 19.1 In addition to the original bid, the number of copies required is: **N/A**

ITB 19.3 **The written confirmation of authorization to sign on behalf of the bidder shall consist of:** Power of Attorney (**Appendix-C**)

D. Submission and Opening of Bids

ITB 21.1 For submission of **bid's security instrument purposes**, the Procuring Agency's address is:

Attention Additional Finance Secretary (SR / Admn)
Finance Department, Government of Sindh

Address: Room No. 171, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road

City: Karachi

The deadline for bids submission through EPADS is:

Date: 25th November, 2024

Time: 11.00 am.

Bidders **shall** have only option for submit their bids **electronically** through EPADS of Sindh Public Procurement Regulatory Authority by registered their Company / Organization in advance at <https://portalsindh.eprocure.gov.pk/#/>. **No physical bids shall be allowed.**

ITB 24.1 **The Bid opening shall take place (electronically) at:**

Address Room no. 119, 6th Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road

City: Karachi

Date: 25th November, 2024

Time: 12.00 Noon.

ITB 24.6 The letter of bid and price schedules shall be initialed by **all** representatives of the Procuring Agency conducting Bid opening.

E. Evaluation and Comparison of Bids

ITB 31.1 The currency that shall be used for bid evaluation and comparison purposes to convert at the selling exchange rate of all bid prices expressed in various currencies into a single currency is: **N/A.**

ITB 32.1 A margin of domestic preference **shall not** apply.

ITB 33.2(a) Evaluation will be done on **Lumpsum basis.**

ITB 33.6 The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:

- (a) deviation in delivery schedule: **No**
- (b) deviation in payment schedule: **No**
- (c) the cost of major replacement components, mandatory spares and service: **No**
- (d) the availability in the Procuring Agency's country of spares and after-sales services for the equipment offered in the bid: **No**
- (e) life cycle costs: the costs during the life of the goods or equipment: **No**
- (f) the performance and productivity of the equipment offered: **No**

F. Award of Contract

ITB 39 The maximum percentage by which quantities may be increased is: **15%**

Section III - Evaluation and Qualification Criteria

Contents

1. Margin of Preference (ITB 32).....	31
2. Evaluation (ITB 33)	32
3. Qualification (ITB 35)	32

1. Margin of Preference (ITB 32)

If the BDS so specifies, the Procuring Agency will grant a margin of preference to goods manufactured in the Procuring Agency's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Procuring Agency's country, for which (i) labor, raw materials, and components from within the Procuring Agency's country account for more than thirty (30) per cent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission;
- (b) **Group B:** All other bids offering goods manufactured in the Procuring Agency's country;
- (c) **Group C:** Bids offering goods manufactured outside the Procuring Agency's country that have been imported or that will be imported.

To facilitate this classification by the Procuring Agency, the bidder shall complete whichever version of the price schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the price schedule by the bidder shall not result in rejection of its bid, but merely in the Procuring Agency's reclassification of the bid into its appropriate bid group.

The Procuring Agency will first review the bids to confirm the appropriateness of, and modify, as necessary, the bid group classification to which bidders assigned their bids in preparing their bid forms and price schedules.

The bids in each group will then be compared to determine the bid with the lowest evaluated cost in that group. The lowest evaluated cost bid from each group shall then be compared with each other, and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, a bid from Group C is the lowest evaluated cost, all bids from Group C shall be further compared with the bid with the lowest evaluated cost from Group A after adding to the evaluated costs for goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen per-cent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

Most Advantageous Bid

The Procuring Agency shall use the criteria and methodologies listed in Sections 2 and 3 below to determine the most advantageous bid. The most advantageous bid is the bid offered by a bidder that meets the qualification criteria and whose bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

2. Evaluation (ITB 33)

2.1. Evaluation Criteria (ITB 33.6)

If the **BDS so specifies**, the Procuring Agency's evaluation of a bid may take into account, in addition to the bid price quoted in accordance with ITB 13.8, one or more of the following factors as specified in ITB 33.2(f) and in **BDS** referring to ITB 33.6, using the following criteria and methodologies.

- (a) Delivery schedule (As per Incoterms specified in the BDS): **N/A**
- (b) Deviation in payment schedule (As per SCC): **N/A**
- (c) Cost of major replacement components, mandatory spare parts, and service: **N/A**
- (d) Availability in the Procuring Agency's country of spare parts and after-sales services for equipment offered in the Bid: **N/A**
- (e) Life cycle costs: **N/A**
- (f) Performance and productivity of the equipment: **N/A**
- (g) Specific additional criteria: **N/A**

2.2. Multiple Contracts (ITB 33.4)

If, in accordance with ITB 1.1, bids are invited for Lumpsum basis, the contract will be awarded to the bidder offering a substantially responsive bid and the lowest evaluated cost to the Procuring Agency on Lumpsum basis, subject to the selected bidder meeting the required qualification criteria (this Section III, Sub-Section ITB 36 Qualification Requirements).

2.3. Alternative Bids (ITB 12.1)

An alternative bid, if permitted under ITB 12.1, will be evaluated as follows: **N/A**

3. Qualification (ITB 36)

3.1 Qualification Criteria (ITB 36.1)

After determining the substantially responsive bid which offers the lowest-evaluated cost in accordance with ITB 33, the Procuring Agency shall carry out the post-qualification of the bidder in accordance with ITB 36, using only the requirements specified below. Requirements not included in the text below shall not be used in the evaluation of the bidder's qualifications:

- (a) **Nationality:** Bidder must have been incorporated or setup in Pakistan as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents of constitution or association or documents for registration of legal entity as applicable under the law);
- (b) **Registration:** Bidder must have valid registration with the Federal Board of Revenue for Income Tax and Sales Tax and shall be on the active tax payer list (ATL) in Income Tax and General Sales Tax at FBR Portal;
- (c) **Documentary Evidence:** Bidder must furnish documentary evidence to demonstrate that the goods it offers meet the requirement specified under Part 2 – Supply Requirements.
- (d) **Power of Attorney:** Bidder must submit a power of attorney, as required by the bidding document, for the authorized person nominated to sign the documents;
- (e) **Financial Turnover:** Bidder must have an average annual financial turnover not less than equivalent cost of the total bid price during the last three years, as verifiable from the financial statements issued by a Certified Chartered Accountant in Pakistan or as applicable;

- (f) **Experience:** Bidder must have successfully completed at least One (1) similar assignment, with each assignment's minimum cost not less than equivalent cost of the total quoted bid price relating to the supply of goods to any public or private sector organization during the last three (3) years;
- (g) **Government Owned Organization:** Bidder must be: (i) legally and financially autonomous; (ii) operates under commercial law; and (iii) are not under the supervision of the Procuring Agency;
- (h) **Conflict of Interest:** Bidder must not have any conflict of interest arising from the prior or existing contracts or relationships which could materially affect the potential involvement of the Bidder and to comply with the obligations set out in the bidding document issued with respect to this procurement activity;
- (i) **Non-performing Contracts and Litigation History:** Bidder must provide details, if any, relating to the: (i) non-performing contracts with cogent reasons; and (ii) disputes and litigation or arbitration cases in-hand and pending for adjudication;
- (j) **Non-blacklisting/ Non-debarment:** Bidder must not be: (i) blacklisted by any public sector organization; (ii) debarred by the Procuring Agency till the bid submission deadline; (iii) in bankruptcy or liquidation proceeding; and (iv) convicted of, fraud, corruption, collusion or money laundering during the last three (3) years.
- (k) **Manufacturer Authorization Letter (MAL):** The Bidder is mandatorily required to provide the valid Manufacturer Authorization letter (MAL) issued by the Principal Manufacturer to the bidder specifically for participation in this bid.

The bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement specified under Part 2 – Supply Requirements.

Section IV - Bidding Forms

Table of Forms

1. Letter of Bid	35
2. Bidder Information Form	37
3. Bidder's JV Members Information Form	38
4. Price Schedule Forms.....	39
5. Form of Bid Security	41
6. Manufacturer's Authorization	42

Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT.

The bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the bidder's complete name and business address.

Note: *All italicized text is to help bidders in preparing this form.*

Date of bid submission: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification number if this is a bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

- (a) **No Reservations:** We have examined and have no reservations to the bidding document, including the Addenda issued in accordance with ITB 7;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Conformity:** We offer to supply in conformity with the bidding document and to follow the delivery schedules specified in Section V – Schedule of Requirements the following goods: *[insert a brief description of the goods and related services]*;
- (d) **Bid Price:** The total price of our bid, including any discounts offered in the item below, is: *[insert the total price of the bid in words and figures]*
- (e) **Bid Validity:** Our bid shall be valid until *[insert day, month, and the year in accordance with ITB 17.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our bid is accepted against any or all items or goods offered, we commit to obtaining performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other bid(s) as an individual bidder, and we are not participating in any other bid(s) as a joint-venture member or as a subcontractor, and meet the requirements of ITB 3.3, other than alternative bids submitted in accordance with ITB 12;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by any public sector agency. Further, we are not ineligible under the Procuring Agency's country laws or official regulations or a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] [We are a state-owned enterprise or institution but meet the requirements of ITB 3.6];*
- (j) **Commissions, gratuities, fees:** We have paid or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the contract: *[insert*

complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

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

- (k) **Binding Contract:** We understand that this bid, together with your written acceptance thereof included in your letter of acceptance, shall constitute a binding contract between us until a formal contract is prepared and executed;
- (l) **Procuring Agency Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost bid, the most advantageous bid or any other bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of fraud and corruption.

Name of the bidder: *[insert complete name of the bidder]

Name of the person duly authorized to sign the bid on behalf of the bidder: **[insert complete name of person duly authorized to sign the bid]

Title of the person signing the bid: [insert complete title of the person signing the bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

Bidder Information Form

[The bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

Page _____ **of** _____ **pages**

1. Bidder's Name <i>[insert bidder's legal name]</i>
2. In the case of JV, the legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's year of registration: <i>[insert bidder's year of registration]</i>
5. Bidder's address in the country of registration: <i>[insert the legal address in the country of registration]</i>
6. Bidder's authorized representative information Name: <i>[insert authorized representative's name]</i> Address: <i>[insert authorized representative's address]</i> Telephone/Fax numbers: <i>[insert authorized representative's telephone/fax numbers]</i> Email Address: <i>[insert authorized representative's email address]</i>
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1. <input type="checkbox"/> In the case of state-owned enterprise or institution, in accordance with ITB 3.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy; • Operation under commercial law; • Establishing that the bidder is not under the supervision of the Procuring Agency.

Bidder's JV Members Information Form

[The bidder shall fill in this form in accordance with the instructions indicated below. The following table shall be filled in for the bidder and each member of joint venture].

Date: *[insert date (as day, month and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

Page _____ **of** _____ **pages**

1. Bidder's Name <i>[insert bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in the country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's Authorized Representative Information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/ Fax numbers: <i>[insert telephone no. of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association) and/or registration documents of the legal entity named above, in accordance with ITB 3.4. <input type="checkbox"/> In the case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Agency, in accordance with ITB 3.6.
8. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership. <i>[If required under the bidding document, the successful bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Price Schedule Forms

*[The bidder shall fill these price schedule forms in accordance with the instructions. The list of line items in column 1 of the **price schedules** shall coincide with the list of goods and related services specified by the Procuring Agency in the schedule of requirements.]*

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Procuring Agency to insert its name and address]*

IFB No.: *[Procuring Agency to insert reference number for the IFB]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

Bid Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on letterhead]*

We have been informed that _____ *[insert name of the bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (the 'Applicant') has submitted or will submit to the Procuring Agency (the 'Beneficiary') its bid (the 'Bid') for the execution of _____ under Invitation for Bids No. _____ (the 'IFB').

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid security, which inter-alia may be in the form of a bank guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in demand itself or a separately signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its bid prior to the bid validity expiry date outlined in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its bid by the Beneficiary prior to the expiry date of the bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, or (iii) fail to perform any obligation as specified under the ITB 18.5 of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after expiry date of the bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

Manufacturer's Authorization

[The bidder shall require the manufacturer to fill this form in accordance with the instructions. This letter of authorization should be on the manufacturer's letterhead and signed by a person with the proper authority to sign documents binding on the manufacturer. The bidder shall include it in its bid if so indicated in the BDS.]

Date: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to negotiate and sign the contract subsequently.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract concerning the goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2 – SUPPLY REQUIREMENTS

Section V – Schedule of Requirements

Contents

- 1. List of Goods and Delivery Schedule475
- 2. List of Related Services and Completion Schedule 46
- 3. Technical Specifications..... 47
- 4. Inspection & Verifications.....48

1. List of Goods and Delivery Schedule

Line Item No	Description of Goods / Supplies / Part Numbers	Quantity	Physical Unit	Final Destination (Project or Delivery Site) as specified in BDS	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery Date (Bidder to Provide Dates)
1.	W1107-A	10	Boxes	A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.	One (01) business day following the date of effectiveness of the contract and after issuance of Final Purchase Order	Thirty (30) business days following the date of effectiveness of the contract and after issuance of Final Purchase Order	
2.	CF259-A	60	Boxes				
3.	CF276-A	300	Boxes				
4.	CE-505-A	120	Boxes				
5.	CC364-A	06	Boxes				
6.	CF280-A	60	Boxes				
7.	CF281-A	06	Boxes				
8.	CF226-A	30	Boxes				
9.	CF289-A	10	Boxes				
10.	W1510-A	60	Boxes				
Total:		662	Boxes				

2. List of Related Services and Completion Schedule

The successful bidder, in addition to the goods delivery, shall be required to provide the delivery completion schedule of the goods within next business day of signing of Contract Agreement at the Procuring Agency's designated site. The successful bidder shall bear all the costs associated with performing such delivery of goods.

3. Technical Specifications

3.1 General Specification

- i. All the goods to be incorporated in the supply must be new, unused and incorporate all recent improvements in design and current model unless provided otherwise in the contract. The specifications offered by a bidder(s) will be part of the contract between the Procuring Agency and the successful bidder, and will be used by the Procuring Agency's inspection authority to verify compliance on delivery.
- ii. Wherever reference is made in the technical specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national or relate to a particular country or brand or model, other authoritative standards that ensure **substantial equivalence** to the standards and codes specified will be acceptable.

3.2 Technical Requirements

Line Item No	Description	Part No. / Supplies / Consumables
1.	HP-107 Black Original Laser Jet Toner Cartridge	W1107-A
2.	HP-59A Black Original Laser Jet Toner Cartridge	CF259-A
3.	HP-76A Black Original Laser Jet Toner Cartridge	CF276-A
4.	HP-05A Black Original Laser Jet Toner Cartridge	CE505-A
5.	HP-64A Black Original Laser Jet Toner Cartridge	CC364-A
6.	HP-80A Black Original Laser Jet Toner Cartridge	CF280-A
7.	HP-81A Black Original Laser Jet Toner Cartridge	CF281-A
8.	HP-26A Black Original Laser Jet Toner Cartridge	CF226-A
9.	HP-89A Black Original Laser Jet Toner Cartridge	CF289-A
10.	HP-151A Black Original Laser Jet Toner Cartridge	W1510-A

4. Inspections and Verifications

The following inspections and tests shall be performed:

- At the time of delivery of goods/consumables/ Toners by the successful bidder, the Procuring Agency's representative / Inspection Committee– technical resource – shall conduct the goods/consumables quality inspection or check genuineness of the goods / Toners online from the HP Website (refer to as the "Principal Manufacturer") and issue an inspection acceptance certificate, which will be submitted by the bidder along with the invoice for payment releases purpose.

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT
FORMS**

Section VI - General Conditions of Contract

Table of Clauses

1. Definitions	51
2. Contract Documents	52
3. Interpretation.....	52
4. Language.....	53
5. Joint Venture, Consortium or Association.....	53
6. Eligibility.....	53
7. Notices.....	53
8. Governing Law.....	53
9. Settlement of Disputes	54
10. Inspections and Audit by the Procuring Agency	54
11. Scope of Supply.....	55
12. Delivery and Documents	55
13. Supplier's Responsibilities.....	55
14. Contract Price	56
15. Terms of Payment.....	56
16. Taxes and Duties	56
17. Performance Security.....	57
18. Copyright	57
19. Confidential Information	57
20. Subcontracting	58
21. Specifications and Standards.....	58
22. Packing and Documents	59
23. Insurance	59
24. Transportation and Incidental Services	59
25. Inspections and Verifications.....	60
26. Liquidated Damages	61
27. Warranty	61
28. Patent Indemnity	62
29. Limitation of Liability.....	63
30. Change in Laws and Regulations.....	63
31. Force Majeure.....	64
32. Change Orders and Contract Amendments	64
33. Extensions of Time.....	65
34. Termination	66
35. Assignment	67
36. Export Restriction.....	67

Section VI – General Conditions of Contract (GCC)

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract or Agreement" means the agreement entered into between the Procuring Agency and the Supplier, together with the documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Completion" means the Supplier's fulfillment of the Related Services in accordance with the terms and conditions set forth in the Contract.
 - (f) "GCC" means the General Conditions of Contract.
 - (g) "Goods" means all commodities, raw material, machinery and equipment, and/ or other materials the Supplier is required to supply to the Procuring Agency under the Contract.
 - (h) "Procuring Agency's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (i) "Procuring Agency" means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
 - (j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract.
 - (k) "SCC" means the Special Conditions of Contract.
 - (l) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (m) "Supplier" means the person, private or government entity, or a combination of the above whose bid to perform the Contract has been accepted by the

Procuring Agency and is named as such in the Contract Agreement.

- (n) "The Project Site," where applicable, means the place named in the **SCC**.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Interpretation

- 3.1 If the context requires it, singular means plural and vice versa.

3.2 Incoterms

- (a) Unless inconsistent with any Contract provision, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the **SCC**.

- (b) The terms DDP, EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

- 3.3 **Entire Contract Agreement:** The Contract constitutes the agreement between the Procuring Agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties before the Contract date.

- 3.4 **Amendments:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

- 3.6 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 4. Language**
- 4.1 The Contract and all correspondence and documents relating to it exchanged by the Supplier and the Procuring Agency shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation for documents provided by the Supplier.
- 5. Joint Venture, Consortium or Association**
- 5.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Agency.
- 6. Eligibility**
- 6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered and operates in conformity with the laws of the country.
- 6.2 All Goods and Related Services to be supplied under the Contract and financed by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.
- 7. Notices**
- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 8. Governing Law**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Agency's Country unless otherwise specified in the SCC.

- 8.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Procuring Agency's Country when
- (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 9. Settlement of Disputes**
- 9.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
- 9.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.
- 10. Inspection and Audit by the Procuring Agency**
- 10.1 The Supplier shall keep and make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 10.2 The Supplier shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency and/ or persons appointed by the Procuring Agency to inspect the site and/ or the accounts, records and other documents relating to the procurement process, selection and/ or contract execution, and to have such accounts, records and

- other documents audited by auditors appointed by the Procuring Agency.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied by the Supplier to the Procuring Agency shall be those specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion schedule specified in the schedule of requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the scope of supply in accordance with GCC Clause 11 and the Delivery and Completion Schedule, as per GCC Clause 12.
- 13.2 The Supplier, including its Subcontractors, shall not employ or engage in forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 13.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty and includes any involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 13.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for exploitation.
- 13.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 13.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 13.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the children's health, safety, or morals. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;

- (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as working for long hours, during the night or in confinement on the employer's premises.
- 13.8 The Supplier shall comply with and require its Subcontractors, if any, to comply with all applicable health and safety regulations, laws, guidelines, and any other requirements stated in the Technical Specifications.
- 13.9 The Supplier shall comply with additional obligations as specified in the **SCC**.
- 14. Contract Price**
- 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, except for any price adjustments authorized in the **SCC**.
- 15. Terms of Payment**
- 15.1 The Contract Price, including any advance payments, if applicable, shall be paid as specified in the **SCC**.
- 15.2 The Supplier's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and the documents submitted pursuant to GCC Clause 12 upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Procuring Agency, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier and after the Procuring Agency has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Procuring Agency fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Agency shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 16. Taxes and Duties**
- 16.1 For Goods manufactured outside the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes,

stamp duties, license fees, and other levies imposed outside the Procuring Agency's Country.

16.2 For goods manufactured within the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

16.3 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.

17. Performance Security

17.1 If required as specified in the **SCC**, the Supplier shall, within seven (7) business days of the notification of contract award or letter of acceptance, provide performance security for the performance of the Contract in the amount specified in the **SCC**.

17.2 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.

17.3 As specified in the **SCC**, the performance security, if required, shall be denominated in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the formats stipulated by the Procuring Agency in the **SCC**, or in another format acceptable to the Procuring Agency.

17.4 The performance security shall be discharged by the Procuring Agency and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless specified otherwise in the **SCC**.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Agency directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in a such third party.

19. Confidential Information

19.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work

under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

- 19.2 The Procuring Agency shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the performance of the Contract.
- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
- (a) the Procuring Agency or Supplier need to share with the Government or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

- 20.1 The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the bid. In the original bid or later, such notification shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of GCC Clause 7.

21. Specifications and Standards

- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements. When no applicable standard is mentioned the standard shall be equivalent or superior to official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or another document, or any modification thereof provided or designed by or on behalf of the Procuring Agency by giving a notice of such disclaimer to the Procuring Agency;
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any such codes and standards changes shall be applied only after approval by the Procuring Agency and shall be treated in accordance with GCC Clause 32.

22. Packaging and Documents

- 22.1 The Supplier shall provide packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall consider, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all transit points.
- 22.2 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 the **SCC** and any other instructions ordered by the Procuring Agency.

23. Insurance

- 23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

24. Transportation and Incidental Services

- 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall follow the specified Incoterms.
- 24.2 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 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 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.

24.3 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 to other parties by the Supplier for similar services.

25. Inspections and Verifications

25.1 The Supplier shall, at its own expense and no cost to the Procuring Agency, carry out all such verification and inspections of the Goods and Related Services as specified in the **SCC**.

25.2 The inspections and verifications may be conducted on the premises of the Supplier or its Subcontractor at point of delivery and/ or at the Goods' final destination, or another place in the Procuring Agency's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, 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.

25.3 The Procuring Agency or its designated representative shall be entitled to attend the verifications and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Agency bear all of its costs and expenses incurred in connection with such attendance, including but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such verifications and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Agency. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Agency or its designated representative to attend the test and inspection.

25.5 The Procuring Agency may require the Supplier to carry out any verifications and inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such verifications and/or inspection shall be added to the Contract Price. Further, if such verifications and inspection impede the progress of manufacturing and the

Supplier's performance of its other obligations under the Contract, the due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Procuring Agency with a report of the results of any such test and inspection.
- 25.7 The Procuring Agency may reject any Goods or parts that fail to pass any verifications and inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Agency, and shall repeat the verifications and inspection, at no cost to the Procuring Agency upon giving notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a verifications and inspection of the Goods or any part thereof, nor the attendance by the Procuring Agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6 shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under GCC Clause 30, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Agency may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **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 those SCC. Once maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

27. Warranty

- 27.1 Except as provided under GCC Clause 29, if the Supplier may terminate the Contract pursuant to GCC Clause 34.
- 27.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 27.3 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.4 Unless otherwise specified in the **SCC**, the 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 **SCC** or for

eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

27.5 The Procuring Agency shall promptly notify the Supplier of the nature of any such defects, together with all available evidence, following the discovery thereof. The Procuring Agency shall afford all reasonable opportunities for the Supplier to inspect such defects.

27.6 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof at no cost to the Procuring Agency.

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

28. Patent Indemnity

28.1 The Supplier shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, nor any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought, or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Agency shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Agency's name conduct such

proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its behalf.

28.4 The Procuring Agency shall, at the Supplier's request, afford all available assistance in conducting such proceedings or claim and be reimbursed by the Supplier for all reasonable expenses.

28.5 The Procuring Agency shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Agency.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Procuring Agency, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency and

(b) the aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

30. Change in Laws and Regulation

30.1 Unless otherwise specified in the Contract, if after the date of twenty-eight (28) days prior to the date of bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/ or the Contract Price, then such delivery date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or

credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

- 31. Force Majeure**
- 31.1 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.
- 31.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change in Orders and Contract Amendments**
- 32.1 The Procuring Agency may at any time order the Supplier through a notice in accordance with GCC Clause 7 to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 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 the delivery/ completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Agency's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and

shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s), including a description and estimate of costs (including life cycle costs) the Procuring Agency, may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Procuring Agency without compromising the necessary functions of facilities.

If the value engineering proposal is approved by the Procuring Agency and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the PCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price, but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

32.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

33. Extension of Time

33.1 If at any time during the performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after

receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, in which case the parties shall ratify the extension by amendment of the Contract.

- 33.2 Except in the case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 2 unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for default

- (a) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Agency, has engaged in fraud and corruption, as defined in the SPP Rules, in competing for or executing the Contract.
- (b) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Agency for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

- (a) The Procuring Agency may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the Procuring Agency.

34.3 Termination for Convenience

- (a) The Procuring Agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods, the Procuring Agency may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay the Supplier an agreed amount for partially completed Goods and Related Services and materials and parts previously procured by the Supplier.

35. Assignment

- 35.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**36. Export
Restriction**

- 36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to the country of the Procuring Agency, or the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/ goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction the Procuring Agency and of the Government that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/ goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Agency's convenience pursuant to Sub-Clause 34.3.

Section VII – Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Description
GCC 1.1 (i)	The Procuring Agency's Country is: Islamic Republic of Pakistan
GCC 1.1 (j)	The Procuring Agency is: Finance Department, Government of Sindh
GCC 1.1 (n)	<p>The Project Site/ Final Destination is:</p> <p>Karachi: Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.</p> <p>The delivery of all the Goods/Toners shall be made to the office as mentioned above as further specified under Section V – Schedule of Requirements (List of Goods and Delivery Schedule).</p>
GCC 3.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by the incoterms, they shall be as prescribed by other internationally accepted trade terms.
GCC 3.2 (b)	The version edition of Incoterms shall be: 2020
GCC 4.1	The language shall be: English
GCC 7.1	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: The Section Officer (B&A), Finance Department, Government of Sindh</p> <p>Address: Room No. 166, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road</p> <p>City: Karachi</p> <p>Telephone: +92 21 99222113 +92 21 99222111</p> <p>Fax: NIL</p> <p>E-mail: procurementfd@finance.gos.pk</p>
GCC 8.1	The governing law shall be the law of: Islamic Republic of Pakistan
GCC 9.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows:</p> <p>Contract with the Supplier of the Procuring Agency's country: Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall be referred to adjudication/ arbitration following of the Procuring Agency's Country.</p>

GCC 12.1 **The shipping or delivery and other documents to be furnished by the Supplier are** Supplier's warranty certificate, inspection certificate issued by the nominated inspection agency or the Procuring Agency, Supplier's factory shipping details, or as applicable, etc. The Procuring Agency shall receive the documents at the time of delivery of the Goods, and if not received, the Supplier will be responsible for any consequential expenses.

GCC 13.9 The Supplier shall have a code of conduct and provide appropriate sensitization for its personnel carrying out installation, operation, and maintenance that include, but are not limited to, maintaining a safe working environment and not engaging in the following practices:

- (i) any form of sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Procuring Agency's personnel;
- (ii) Sexual exploitation, which means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another;
- (iii) Sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- (iv) any form of sexual activity with individuals under 18, except in the case of pre-existing marriage.

The Procuring Agency may require the Supplier to remove (or cause to be removed) from the Site or other places where the installation, operation, and maintenance is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 13.9. Notwithstanding any requirement from the Procuring Agency to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person from the Site or other places where installation, operation, and maintenance are being executed. In either case, the Supplier shall promptly appoint, as appropriate, suitable replacement with equivalent skills and experience.

GCC 14.1 The prices charged for the Goods supplied performed **shall not** be adjustable.

If prices are adjustable, the following method shall be used to calculate the price adjustment: **N/A**

GCC 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad or within the Procuring Agency's Country: Hundred (100) percent of the Contract Price shall be paid within thirty (30) days effective from Goods delivered, installation and accepted along with the supporting documents.

GCC 15.5	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is the Karachi Interbank Offered Rate (KIBOR) at the date when the interest starts to apply.</p>
GCC 17.1	<p>A performance security shall be required. The amount of performance security shall be 10% of the Contract Price.</p>
GCC 17.3	<p>The Performance Security shall be in the form of an unconditional bank guarantee issued or confirmed by a commercial bank of the Procuring Agency's Country in the prescribed format attached with the bidding document or pay order or demand draft in favor of the Drawing & Disbursing Officer, Finance Department, Government of Sindh for a period of Twelve (12) months from the date of its submission.</p> <p>The performance security shall be denominated in a freely convertible currency acceptable to the Procuring Agency in accordance with the Contract Price.</p>
GCC 17.4	<p>Discharge of the performance security shall take place within twenty-eight (28) days following the date of satisfactory completion of the Supplier's performance obligations under the Contract.</p>
GCC 22.2	<p>The packing, marking, and documentation within and outside the packages shall be: Finance Department, Government of Sindh (Secretariat) Karachi.</p>
GCC 23.1	<p>The insurance coverage shall be as specified in the Incoterms: N/A</p>
GCC 24.1	<p>Responsibility for transportation of the Goods as specified in the Incoterms. DDP Karachi [as mentioned under SCC GCC 1.1 (o)].</p> <p>The Supplier is required under the Contract to transport the Goods to a specified place of final destination/ delivery place within the Procuring Agency's Country, defined as the Project Site, transport to such place of destination in the Procuring Agency's Country, including insurance, storage, installation, operation, and maintenance, as specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
GCC 24.2	<p>Incidental services are installation, commission, performance, repair, and maintenance during the Goods' operational or warranty period. The price quoted in the bid or agreed with the selected supplier shall be included in the Contract Price.</p>
GCC 25.1	<p>The inspection shall be done at the final destination/ delivery place to ensure the Goods / Toners received to comply with the required specification, mutually agreed by both parties, and are fully operational.</p>
GCC 25.2	<p>The Inspection shall be conducted at the Project's site/ final destination indicated under Section VIII of Supply requirements.</p>

GCC 26.1	The liquidated damage shall be 0.5% per day . The maximum amount of liquidated damages shall be 10% of the Contract Price.
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GCC 27.3	<p>The period of validity of the warranty shall be One (01) year that shall start with effect from the Goods delivery at the respective destined Sites. For purposes of warranty, places of destinations shall be same as delivery place.</p> <p>GCC 27.3 – In partial modification of the provisions, the warranty period shall be One (01) Year effective from the Goods delivery date. The Supplier shall also 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:</p> <ul style="list-style-type: none">(i) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests following GCC 25.7; or(ii) pay liquidated damages to the Procuring Agency for failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10% of the Contract Price; or(iii) Assume responsibility to provide after-sales service (hardware & yield only following the standard terms and conditions) at its cost during the warranty period for the delivered Goods. This condition shall apply to the international warranty only.
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GCC 27.5	The period for repair or replacement shall be within Seven (07) days .
GCC 27.6	

GCC 32.4	The Procuring Agency shall not consider any value-engineering proposal from a Supplier.
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Section VIII – Contract Forms

Contents

1. Letter of Acceptance	73
2. Contract Agreement	74
3. Performance Security.....	76
4. Advance Payment Security	77

Letter of Acceptance

[use letterhead paper of the Procuring Agency]

[Date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your bid dated *[insert date]* for the execution of the *[insert name of the Contract and identification number, as given in the SCC]* for the accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are advised to furnish the original copies of (i) the performance security within seven (7) days in accordance with the conditions of the Contract, using for that purpose one of the performance security forms; and (ii) the Contract agreement affixed stamp duty equivalent to 0.30% of the Contract Price or any other applicable rate prevailing on the agreement's registry date following the provisions of the Stamp Act, 1989.

You are further advised to confirm in writing, within five (5) days, reckoned from the date of receipt of this letter, its acceptance of matters set out herein, and its willingness to execute the Contract in the form enclosed to this letter.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful bidder shall fill in this form following the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Agency]*, a *[insert description of the type of legal entity, for example, an agency of the Ministry of ... of the Government of {insert name of Country of Procuring Agency}, or a corporation incorporated under the laws of {insert name of Country of Procuring Agency}]* and having its principal place of business at *[insert address of Procuring Agency]* (hereinafter called "**the Procuring Agency**"), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "**the Supplier**"), of the other part:

WHEREAS the Procuring Agency invited bids for certain Goods and ancillary services, viz., *[insert a brief description of the Goods and Related Services]* and has accepted a bid by the Supplier for the supply of those Goods and Services.

The Procuring Agency and the Supplier agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are assigned to them in the Contract documents.
2. The following documents shall be deemed to form, read, and construe as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the letter of acceptance
 - (b) the letter of bid
 - (c) the addenda Nos. _____ (if any)
 - (d) Special conditions of contract
 - (e) General conditions of contract
 - (f) the specification (including the schedule of requirements and technical specifications)
 - (g) the completed schedules (including price schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as specified in this Agreement, 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 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 the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Agency

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

(Bank Guarantee)

[The bank, as requested by the successful bidder, shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and address of the Procuring Agency]*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on the letterhead]*

We have been informed that _____ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (the '**Applicant**') has been issued a letter of acceptance bearing the letter's reference number _____ for the supply of *[insert description of Goods and related Services]* to the Beneficiary (the '**Letter of Acceptance**').

Furthermore, we understand that, according to the Letter of Acceptance, performance security in the form of a bank guarantee or otherwise is required to be submitted by the Applicant to the Beneficiary.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or separately signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than _ Day of _ 2___², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the percentage of the accepted Contract Price specified in the Letter of Acceptance and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 17.4. The Procuring Agency should note that in the event of an extension of this date for completion of the Contract, the Procuring Agency would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

Advance Payment Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and address of Procuring Agency]

Date: [Insert date of issue]

Advance Payment Guarantee No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of the place of issue, unless indicated on letterhead]

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (the 'Applicant') has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary for the execution of [insert name of contract and a brief description of Goods and related Services] (the 'Contract').

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

At the request of the Applicant, we Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] () [insert amount in words] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or separately signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
- or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the accepted Contract Price has been certified for payment or on the [insert day of insert month], [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

³ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract or a freely convertible currency acceptable to the Procuring Agency.

PART 4 – APPENDICES

Appendix A – Integrity Pact

Declaration of Fees, Commission and Brokerage etc. Payable by the Supplier

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: _____

..... *[insert name of Supplier]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Sindh ('GoS') or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, *[insert name of Supplier]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from the GoS, except that which has been expressly declared pursuant hereto.

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

[Insert name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instruments, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, *[insert name of Supplier]* agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to a ten (10) time sum of any commission, gratification, bribe, finder's fee or kickback given by *[insert name of Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of the Procuring Agency: _____

Name of the Contractor: _____

Signature: _____

Signature: _____

[Seal]

[Seal]

Appendix B – Affidavit (non-blacklisting)

[On stamp paper of PKR 50]

[Location, Date]

To: [Name and address of the Procuring Agency]

Re: **PROCUREMENT OF ORIGINAL SUPPLIES (HP CARTRIDGES) FOR HP PRINTERS.**

Dear Sir:

Pursuant to the Invitation for Bids dated [insert the date] in respect of the subject procurement, [Insert Name of the Attorney] hereby represents and warrants that, as of the date of this letter, [insert name of bidder/ member of consortium]:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Contract;
- (d) is not blacklisted by any federal or provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and/ or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed under Section III – Evaluation and Qualification Criteria of the bidding document.

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Appendix C – Power of Attorney

[On stamp paper of PKR 50]

[Location, Date]

To: [Name and address of the Procuring Agency]]

Re: PROCUREMENT OF ORIGINAL SUPPLIES (HP CARTRIDGES) FOR HP PRINTERS.

Dear Sir:

Know all men by these presents, we, _____ **[insert name and address of the registered office of the firm]**, do hereby constitute, appoint and authorize Mr./ Ms. _____ **[insert name and father name]** who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our bid for the subject procurement, including signing, authenticating and submission of application/ bid and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Finance Department, Government of Sindh, any other Government entity or any person, in connection with the procurement until the culmination of the process of bidding and after that till the execution of relevant procurement documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds, and things done by our attorney mentioned above shall and shall always be deemed to have been done by us.

For and on behalf of [insert name of the relevant Member]

Authorized Signature [In full and initials]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

Witnesses:

Signature: _____	Signature: _____
Name: _____	Name: _____
CNIC No.: _____	CNIC No.: _____



**FINANCE DEPARTMENT
GOVERNMENT OF SINDH**

**INVITATION FOR BIDS
(CATEGORY-C)**

**PROCUREMENT OF WHITE TOP QUALITY
PAPERS FOR PRINTERS &
PHOTOCOPIER MACHINES**

SINGLE STAGE – ONE ENVELOPE BIDDING



Address: Room no. 171, Caretaker Cell-I, Ground Floor, A.K. Lodhi Block –
Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.

Website: <https://www.finance.gos.pk/>

Telephone: +92 21 99222113

E-mail: procurementfd@finance.gos.pk

Fax: +92 21 99222110

SUMMARY

Notice Inviting Tender

Invitation for Bids – Procurement of white top quality Papers for Printers & Photocopier Machines

Bidding Document

PART 1 – BIDDING PROCEDURES

- Section I** Instructions to Bidders (ITB)
- Section II** Bid Data Sheet (BDS)
- Section III** Evaluation and Qualification Criteria
- Section IV** Bidding Forms

PART 2 – SUPPLY REQUIREMENTS

- Section V** Schedule of Requirements

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

- Section VI** General Conditions of Contract (GCC)
- Section VII** Special Conditions of Contract (SCC)
- Section VIII** Contract Forms

PART 4 – APPENDICES

- Appendix A** Integrity Pact
- Appendix B** Affidavit (Non-Blacklisting)
- Appendix C** Power of Attorney

Notice Inviting Tenders

Invitation for Bids

CATEGORY-C: Procurement of white top quality Papers for Printers & Photocopier Machines

IFB Ref. No.: FD (CTC-I) 03(03)/202-2025
Karachi, dated the 2nd November, 2024

1. Government of Sindh (the 'Government') has allocated the funds towards strengthening operational activities support to the offices of Finance Department (the 'Procuring Agency'), which it intends to apply part of the proceeds of this funding toward the eligible payments under the procurement contract mentioned-below:

- **Category-C: Procurement of white top quality Papers for Printers & Photocopier Machines**

Delivery: All the goods, conforming to the required specification, shall be delivered to the Procuring Agency, within 30-business days effective from the contract signing date, as further specified under the bidding document.

2. The Procuring Agency now invites sealed bids from the eligible bidders for supplying of imported papers for Printers & Photocopier Machines installed at the various offices of Finance Department, as further detailed under the single bidding document issued for the said procurement.
3. Procurement will be conducted through national competitive bidding using a single stage-one envelope bidding procedure as specified in the Sindh Public Procurement Rules, 2010 (the 'SPP Rules'), and is open to all the eligible bidders as defined in the bidding document.
4. Bidders may bid on **Lumpsum basis** as mentioned thereunder. The contract(s) will be awarded to the bidder(s) offering the most advantageous bid, provided the bidder(s) meet the required qualification criteria and other terms & conditions mentioned under the bidding document.
5. Interested bidders may seek further information by obtaining the bidding document upon submission of written application alongwith a pay order / demand draft amounting to Rs. 1,500/- in favor of Drawing & Disbursing Officer, Finance Department Government of Sindh with effect from **3rd November, 2024 to 24th November, 2024** or downloading it the same from the websites of the Procuring Agency or SPPRA <https://www.finance.gos.pk/> or <https://portalsindh.eprocure.gov.pk/#/>
6. Bids containing requisite or supporting documents must be submitted **electronically** through designated e-procurement system i.e. E-Pak Acquisition and Disposal System (EPADS) of Sindh Public Procurement Regulatory Authority on or before **11:00 am** on **25th November, 2024**. **No physical bids shall be allowed**. Late Bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives at the address given below at **12:00 Noon** on **25th November, 2024**.
7. All the bids shall remain valid for Ninety (90) days effective from the bids' opening date and must be accompanied by a corresponding bid security equivalent to 5% of the total quoted bid in the shape of pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of '**Drawing & Disbursing Officer, Finance Department, Government of Sindh**'.

8. The Procuring Agency reserves the right to reject any or all bids or cancel the bidding process, in whole or in part, at any time before accepting a bid(s), subject to the relevant provisions of the SPP Rules.

9. The address referred to above is:

Attention: The Section Officer (B&A) / (CTC)
Finance Department, Government of Sindh

Address: Room No. 166, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.

Phone: +92 21 99222111

E-mail: procurementfd@finance.gos.pk

Website: <https://www.finance.gos.pk/>

Bidding Document

PROCUREMENT OF WHITE TOP QUALITY PAPERS FOR PRINTERS & PHOTOCOPIER MACHINES (Single Stage-One Envelope Bidding Process)

IFB Reference No: FD (CTC-I) 03(03)/2024-2025
Procuring Agency: Finance Department, Govt. of Sindh
Address: Room No. 171, Caretaker Cell-I, Ground Floor, A.K. Lodhi Block –
Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-
Turk Road, Karachi.
Issued on: 03rd November, 2024

Bidding Document

Table of Contents

PART 1 – Bidding Procedures	2
Section I Instructions to Bidders	3
Section II Bid Data Sheet (BDS).....	26
Section III Evaluation and Qualification Criteria	30
Section IV Bidding Forms.....	34
PART 2 – Supply Requirements	43
Section V Schedule of Requirements.....	44
PART 3 – Conditions of Contract and Contract Forms	49
Section VI General Conditions of Contract.....	50
Section VII Special Conditions of Contract.....	68
Section VIII Contract Forms	72
PART 4 – Appendices	78
Appendix A Integrity Pact.....	79
Appendix B Affidavit (non-blacklisting)	80
Appendix C Power of Attorney	81

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders

Contents

A. General	5
1. Scope of Bid.....	5
2. Source of Funds.....	5
3. Eligible Bidders	5
4. Eligible Goods and Related Services	7
B. Contents of Request for Bids Document.....	8
5. Sections of Bidding Document	8
6. Clarification of Bidding Document	9
7. Amendment of Bidding Document.....	9
C. Preparation of Bids	9
8. Cost of Bidding.....	9
9. Language of Bid.....	9
10. Documents Comprising the Bid	9
11. Letter of Bid and Price Schedules	10
12. Alternative Bids	10
13. Bid Prices and Discounts	10
14. Currencies of Bid and Payment.....	12
15. Documents Establishing Eligibility and Conformity of Goods and related Services.....	13
16. Documents Establishing the Eligibility and Qualifications of the Bidder	13
17. Period of Validity of Bids	14
18. Bid Security.....	14
19. Format and Signing of Bid.....	15
D. Submission and Opening of Bids	16
20. Sealing and Marking of Bids.....	16
21. Deadline for Submission of Bids.....	16
22. Late Bids	17
23. Withdrawal, Substitution, and Modification of Bids	17
24. Bid Opening	17
E. Evaluation and Comparison of Bids	18
25. Confidentiality	18
26. Clarification of Bids	19
27. Deviations, Reservations, and Omissions	19
28. Determination of Responsiveness.....	19
29. Nonconformities, Errors and Omissions	20
30. Correction of Arithmetical Errors	20
31. Conversion to Single Currency.....	21
32. Margin of Preference.....	21
33. Evaluation of Bids	21
34. Comparison of Bids.....	23
35. Qualification of the Bidder	23
36. Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids	23

37. Bid Evaluation Reports.....	23
F. Award of Contract.....	24
38. Award Criteria	24
39. Procuring Agency’s Right to Vary Quantities at Time of Award	24
40. Notification of Award	24
41. Signing of Contract.....	24
42. Performance Security.....	25

Section I – Instructions to Bidders (ITB)

A. General

- 1. Scope of Bid**

 - 1.1 In connection with the notice inviting tender, an invitation for bids (IFB), specified in the **Bid data sheet ('BDS')**, the Procuring Agency, as specified in the **BDS**, issues this bidding document for the supply of goods and related services incidental thereto, as defined in Section V – Schedule of Requirements. The name, identification, and package details of the IFB are specified in the **BDS**.
 - 1.2 Throughout this bidding document:

 - (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **BDS**, distributed or received through the electronic system used by the Procuring Agency) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means a calendar day unless otherwise specified as “business day”. A business day is any official working day and excludes any public holiday announced by the Government of Sindh.
- 2. Source of Funds**

 - 2.1 The Procuring Agency specified in the **BDS** has applied for or received funds from the Government of Sindh (the '**Government**') in an amount toward the project or scheme named in the **BDS**. The Procuring Agency intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
 - 2.2 Payment of the funds will be made only at the request of the Procuring agency and upon approval by the Government of Sindh of the competent Authority, and in case of a project will be subject in all respect to the terms and conditions of the agreement, if any relating to a project.
- 3. Eligible Bidders**

 - 3.1 A bidder may be a firm that is a private entity, a state-owned enterprise or institution, subject to ITB 3.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, as specified in the **BDS**. In the case of a joint venture, as specified in the **BDS**, all members shall be jointly and severally liable for executing the entire contract in accordance with the contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all of the members of the JV during the bidding process and, in the event the JV is awarded the contract during contract execution. Unless specified in the **BDS**, there is no limit on the number of members in a JV.

- 3.2 A bidder shall not have a conflict of interest. Any bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have conflict of interest for the purpose of this bidding process if the bidder is:
- (a) directly or indirectly controls, is controlled by or is under common control with another bidder; or
 - (b) receives or has received any direct or indirect subsidy from another bidder; or
 - (c) has the same legal representative as another bidder; or
 - (d) has a relationship with another bidder, directly or through common third parties, that puts it in a position to influence the bid of another bidder or influence the decisions of the Procuring Agency regarding this bidding process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (f) or any of its affiliates have been hired (or is proposed to be hired) by the Procuring Agency or Government for the contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the fund) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/ or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from a such relationship has been resolved in a manner acceptable to the extent of the bidding process and execution of the contract.
- 3.3 A firm that is a bidder (either individually or as a JV member as specified in the **BDS**) shall not participate in more than one bid, except for permitted alternative bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all bids in which the firm is involved. A firm that is not a bidder or a JV member may participate as a subcontractor in more than one bid as specified in the **BDS**.

- 3.4 A bidder may have the nationality of any country unless expressly mentioned otherwise in the **BDS**, subject to the restrictions pursuant to ITB 3.8. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the contract, including related services.
- 3.5 A bidder that has been blacklisted by any organization shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a contract or benefit from a Government-financed contract, financially or otherwise.
- 3.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's country may be eligible to compete and be awarded a contract(s) only if they can establish, in a manner acceptable under the SPP Rules, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under the supervision of the Procuring Agency.
- 3.7 A bidder shall not be under suspension or debarred from bidding by the Procuring Agency as the result of any action prescribed under the SPP Rules, 2010.
- 3.8 Firms and individuals may be ineligible if so indicated in the bidding document and (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 3.9 A bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- 3.10 A firm that is under a sanction of debarment by the Government from being awarded a contract is ineligible to participate in this procurement.
- 4. Eligible Goods and Related Services**
- 4.1 All the goods and related services to be supplied under the contract and funded by the Government may have their origin in any country unless expressly mentioned otherwise under the SPP Rules and other laws, as applicable.
- 4.2 For purposes of this ITB, the term "goods" includes commodities, raw materials, machinery, equipment, and industrial plants, and "related services" include insurance,

installation, training, and initial maintenance as specified under Section V – Schedule of Requirements.

- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

5. Sections of Bidding Document

- 5.1 The bidding document consists of Parts 1, 2, 3, and 4, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.

PART 1 Bidding Procedures

- Section I – Instructions to Bidders (ITB)
- Section II – Bidding Data Sheet (BDS)
- Section III – Evaluation & Qualification Criteria
- Section IV – Bidding Forms

PART 2 Supply Requirements

- Section V – Schedule of Requirements

PART 3 Contract

- Section VI – General Conditions of Contract (GCC)
- Section VII – Special Conditions of Contract (SCC)
- Section VIII – Contract Forms

PART 4 Appendices

- Appendix A – Integrity Pact
- Appendix B – Affidavit (Non-blacklisting)
- Appendix C – Power of Attorney

- 5.2 The notice inviting tender, the invitation for bids (IFB), and any addenda or corrigenda issued by the Procuring Agency shall be treated as part of this bidding document.
- 5.3 Unless obtained directly from the Procuring Agency or downloaded from the websites of the Procuring Agency or Sindh Public Procurement Regulatory Authority ('SPPRA'), the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the bidding document in accordance with ITB 7. In case of contradiction, documents obtained directly from the Procuring Agency or downloaded from the authenticated websites referred to above shall prevail.
- 5.4 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its bid all the information or documentation as is required by the bidding document.

6. Clarification of Bidding Document 6.1 A bidder requiring any clarification of the bidding document shall contact the Procuring Agency in writing at the Procuring Agency's address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided such request is received before the deadline for submission of bids within a period specified in the BDS. The Procuring Agency shall forward copies of its response to all bidders who have acquired the bidding document in accordance with ITB 5.3, including a description of the inquiry without identifying its source. If so specified in the **BDS**, the Procuring Agency shall also promptly publish its response on the web page identified in the **BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Procuring Agency shall amend the bidding document following the procedure under ITB 7 and ITB 21.2.

7. Amendment of Bidding Document 7.1 At any time prior to the deadline for submission of bids, the Procuring Agency may amend the bidding document by issuing addenda in accordance with the SPP Rules.

7.2 Any addendum issued shall be part of the bidding document and communicated in writing to all who have obtained the bidding document from the Procuring Agency in accordance with ITB 5.3. The Procuring Agency shall also promptly publish the addendum on the websites of the Procuring Agency and SPPRA in accordance with ITB 6.1.

7.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submitting bids, pursuant to ITB 21.2

C. Preparation of Bids

8. Cost of Bidding 8.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and the Procuring Agency shall not be responsible or liable in any case whatsoever for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid 9.1 The bid and all correspondence and documents relating to it exchanged between a bidder and the Procuring Agency shall be written in the language specified in the **BDS**. Supporting documents and printed literature that are part of the bid may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the language specified in the **BDS**, in which case, for purposes of interpretation of the bid, such translation shall govern.

10. Documents Comprising the Bid 10.1 The bid shall comprise the following:
(a) **Letter of Bid** prepared in accordance with ITB 11;

- (b) **Price Schedules:** completed in accordance with ITB 11 and ITB 13;
- (c) **Bid Security,** in accordance with ITB 18.1;
- (d) **Alternative Bid:** if permissible, in accordance with ITB 12;
- (e) **Authorization:** written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB 19.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 16 establishing the bidder's qualifications to perform the contract if its bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 16 establishing the bidder's eligibility to bid;
- (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 15, establishing the eligibility of the goods and related services to be supplied by the bidder;
- (i) **Conformity:** documentary evidence in accordance with ITB 15 and 29 that the goods and related services conform to the bidding document; and
- (j) any other document required **in the BDS.**

10.2 In addition to the requirements under ITB 11.1, bids submitted by a JV, if permitted so as specified in the **BDS**, shall include a copy of the joint venture agreement entered into by all members. Alternatively, a letter of intent to execute the agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the agreement.

10.3 The bidder shall furnish in the letter of bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this bid.

11. Letter of Bid and Price Schedules

11.1 The letter of bid and price schedules shall be prepared using the relevant forms provided in Section IV – Bidding Forms. The forms must be completed without alterations or substituting the text except as required under ITB 19.3. All blank spaces shall be filled in with the information requested.

12. Alternative Bids

12.1 Unless otherwise specified in the **BDS**, alternative bids shall not be considered.

13. Bid Prices and Discounts

13.1 The prices and discounts quoted by the bidder in the letter of bid and price schedules shall conform to the requirements specified below.

- 13.2 The package and items under it must be listed and priced separately in the price schedules.
- 13.3 The price quoted in the letter of bid in accordance with ITB 11.1 shall be the total price of the bid, including any discounts offered.
- 13.4 The bidder shall quote any discounts and indicate the methodology for their application in the letter of bid, in accordance with ITB 11.1.
- 13.5 Prices quoted by the bidder shall be fixed during the bidder's contract performance and not subject to variation on any account unless otherwise specified in the **BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and rejected pursuant to ITB 28.
- 13.6 If so specified in ITB 1.1, bids are invited for the individual package (item-wise unless expressly mentioned otherwise in the **BDS**). Unless otherwise specified in the **BDS**, prices quoted shall correspond to 100% of the items specified for each package and 100% of quantities specified for each package item.
- 13.7 The terms EXW, CIP, DDP, and other similar terms shall be governed by the rules prescribed in the current edition of incoterms, published by the International Chamber of Commerce, as specified in the **BDS**.
- 13.8 Prices shall be quoted as specified in each price schedule included in Section IV – Bidding Forms. The disaggregation of price components is required solely to facilitate comparison of bids by the Procuring Agency. This shall not limit the Procuring Agency's right to contract on any of the terms offered. In quoting prices, the bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
 - (a) for goods manufactured in the Procuring Agency's country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the goods;
 - (ii) any Procuring Agency's country sales and income taxes and other taxes, including stamp duty as applicable, which will be payable on the goods if the contract is awarded to the bidder; and

- (iii) the price for inland transportation, insurance, and other local services required to convey the goods to their final destination (delivery site) specified in **the BDS**.
- (b) For goods manufactured outside the Procuring Agency's country to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency's country, as specified in **the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services, including stamp duty as applicable, required to convey the goods from the named place of destination to their final destination (delivery site) specified in **the BDS**;
- (c) For goods manufactured outside the Procuring Agency's country, already imported:
 - (i) the price of the goods, including the original import value of the goods; plus any mark-up (or rebate); plus any other related local cost, and custom and stamp duties and other import taxes already paid or to be paid on the goods already imported;
 - (ii) the customs duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported;
 - (iii) the price of the goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Procuring Agency's country sales and other taxes which will be payable on the goods if the contract is awarded to the bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the goods to their final destination (delivery site) specified in **the BDS**.
- (d) for related services, other than inland transportation and other services required to convey the goods to their final destination, whenever such related services are specified in Section V – Schedule of Requirements, the price of each item comprising the related services (inclusive of any applicable taxes).

14. Currencies of Bid and Payment

- 14.1 The currency(ies) of the bid and the currency(ies) of payments shall be the same. The bidder shall quote in the currency of the Procuring Agency's country the portion of the bid price that

corresponds to expenditures incurred in the currency of the Procuring Agency's country unless otherwise specified in the **BDS**.

14.2 The bidder may express the bid price in any currency. If the bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's country as further specified and restricted in the **BDS**.

**15. Documents
Establishing the
Eligibility and
Conformity of the
Goods and
Related Services**

15.1 To establish the eligibility of the goods and related services in accordance with ITB 4, bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV – Bidding Forms.

15.2 To establish the conformity of the goods and related services to the bidding document, the bidder shall furnish documentary evidence that the goods conform to the technical specifications and standards specified in Section V – Schedule of Requirements.

15.3 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 goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Section V – Schedule of Requirements.

15.4 The bidder shall also furnish a list giving full particulars, including available sources and current prices of spares, special tools, etc., necessary for the proper and continuous functioning of the goods during the period specified in the **BDS** following commencement of the use of the goods by the Procuring Agency.

15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements – Section V, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names, and/ or catalog numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V – Schedule of Requirements.

**16. Documents
Establishing the
Eligibility and
Qualifications of
the Bidder**

16.1 To establish the bidder's eligibility in accordance with ITB 3, bidders shall complete the letter of bid, included in Section IV – Bidding Forms.

16.2 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, if required in the **BDS**, a bidder that does not manufacture or produce the goods it offers to supply shall submit the manufacturer's authorization using the form included in Section IV – Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the goods to supply these goods in the Procuring Agency's country;
- (b) that, if required in the **BDS**, in case of a bidder not doing business within the Procuring Agency's country, the bidder is or will be (if awarded the contract) represented by an agent in 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; and
- (c) that the bidder meets each qualification criterion specified in Section III – Evaluation and Qualification Criteria.

17. Period of Validity of Bids

17.1 Bids shall remain valid until specified in the **BDS** or any extended date if amended by the Procuring Agency in accordance with ITP 7. A bid not valid up to the date specified in the **BDS**, or any extended date requested by the Procuring Agency in accordance with ITB 7, shall be rejected by the Procuring Agency as non-responsive.

17.2 In exceptional circumstances, before the expiry of bid validity, the Procuring Agency may request bidders to extend their bids' validity period. The request and the responses shall be made in writing. In such a case, If bid security is asked in accordance with ITB 18, it shall also be extended for a corresponding period. A bidder may refuse the request without forfeiture of its bid security. A bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB 17.3.

18. Bid Security

18.1 The bidder shall furnish, as part of its bid, a bid security, as specified in the **BDS**, in original form and the amount and currency specified in the **BDS**.

18.2 A bid security shall be in the form of a pay order or demand draft or an unconditional bank guarantee issued by a scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of the Procuring Agency, as specified in the **BDS**.

18.3 Any bid not accompanied by a substantially responsive bid security shall be rejected by the Procuring Agency as non-responsive.

- 18.4 Bid security of unsuccessful bidders shall be returned as promptly as possible upon the expiry of the bid validity or the successful bidder signing of contract and furnishing the performance security pursuant to ITB 42.
- 18.5 The bid security may be forfeited if:
- (a) A bidder requests to withdraw his or its bid after opening but within the bid validity period;
 - (b) Successful bidder fails to furnish performance security; or
 - (c) Successful bidder fails to sign the contract;
 - (d) A bidder does not accept the correction of the quoted amount following the correction of arithmetic errors;
 - (e) A bidder has been found blacklisted by any agency of the federal or provincial government.
- 18.6 The bid security of a JV, if allowed so in the **BDS**, must be in the name of the JV or any members that submit the bid. If the JV has not been legally constituted into a legally enforceable JV at the bidding time, the bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 3.1 and ITB 10.2.

19. Format and Signing of Bid

- 19.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB 10 and clearly mark it "Original." Alternative bids, if permitted in accordance with ITB 12, shall be clearly marked "Alternative". In addition, the bidder shall submit copies of the bid in the number specified in the **BDS** and clearly mark them "Copy". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2 The bidder shall mark as "Confidential" information in their bids that is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19.3 The original and all copies of the bid shall be typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 19.4 In case the bidder is a JV, if allowed so in the **BDS**, the bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the

members as evidenced by a power of attorney signed by their legally authorized representatives.

- 19.5 Any inter-lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

20. Sealing and Marking of Bids

- 20.1 The bidder shall deliver the bid in a single, sealed envelope (single stage – one envelope bidding process). Within the single envelope, the bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked "Original", all documents comprising the bid, as described in ITB 10; and
- (b) in an envelope marked "Copies", all required copies of the bid; and,
- (c) if alternative bids are permitted in accordance with ITB 12, and if relevant:
 - (i) in an envelope marked "Original – Alternative", the alternative bid; and
 - (ii) in the envelope marked "Copies – Alternative bid" all required copies of the alternative bid.

- 20.2 The inner and outer envelopes shall:

- (a) bear the name and address of the bidder;
- (b) be addressed to the Procuring Agency in accordance with ITB 21.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

- 20.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

21. Deadline for Submission of Bids

- 21.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the **BDS**.

- 21.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB 7 or otherwise, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline shall after that be subject to the deadline as extended.

- 22. Late Bids**
- 22.1 The Procuring Agency shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the Procuring Agency after the deadline for submission of bids due to any reason whatsoever shall be declared late, rejected, and returned unopened to the bidder.
- 23. Withdrawal, Substitution, and Modification of Bids**
- 23.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (power of attorney) in accordance with ITB 19.3 (except that withdrawal notices do not require documents/copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 19 and 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", "Substitution", or "Modification" as the case may be; and
 - (b) received by the Procuring Agency prior to the deadline prescribed for submission of bids, in accordance with ITB 21.
- 23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the bidders.
- 23.3 No bid shall be withdrawn, substituted, or modified between the deadline for submission and opening of bids and the expiration of the period of bid validity specified by the bidder on letter of bid or any extension thereof.
- 24. Bid Opening**
- 24.1 Except as in the cases specified in ITB 22 and ITB 23.2, the Procuring Agency shall, at the bids opening, publicly open and read out all bids received by the deadline at the date, time, and place specified in the **BDS** in presence of bidders representatives who choose to attend.
- 24.2 First, envelopes marked "Withdrawal" shall be opened and read out, and the envelope with the corresponding bid shall not be opened but returned to the bidder. If the withdrawal envelope does not contain a copy of a power of attorney confirming the signature as a person duly authorized to sign on behalf of the bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bids opening.
- 24.3 Next, envelopes marked "Substitution" shall be opened, read out, and exchanged with the corresponding bid being substituted. The substituted bid shall not be opened but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid

authorization to request the substitution and is read out at bid opening.

- 24.4 Next, envelopes marked "Modification" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the bidder and whether there is a modification; the total bid prices, per item if applicable, including any discounts and alternative bids; the presence or absence of bid security, as required; and any other details as the Procuring Agency may consider appropriate at that time.
- 24.6 Only bids, alternative bids, and discounts that are opened and read out at bid opening shall be considered further in the evaluation. The letter of bid and the price schedules are to be initialed by representatives of the Procuring Agency attending the bid opening in the manner specified in the **BDS**.
- 24.7 The Procuring Agency shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 22.1).
- 24.8 The Procuring Agency shall prepare a record of the bid opening that shall include, as a minimum:
- (a) the name of the bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the bid price (item-wise) if applicable, including any discounts;
 - (c) any alternative bids;
 - (d) the presence or absence of bid security.
- 24.9 The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders upon the final bid evaluation.

E. Evaluation and Comparison of Bids

25. Confidentiality

- 25.1 Information relating to the bids' evaluation and recommendation of the contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until the announcement of the evaluation report is transmitted to all bidders in accordance with ITB 37.

- 25.2 Any effort by a bidder to influence the Procuring Agency in the evaluation or contract award decisions may result in the rejection of its bid.
- 25.3 Notwithstanding ITB 25.2, from the time of bid opening to the time of announcement of the evaluation report, if any bidder wishes to contact the Procuring Agency on any matter related to the bidding process, it should do so in writing.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the bidders, the Procuring Agency may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder with respect to its bid that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the bidder's response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids, in accordance with ITB 30.
- 26.2 If a bidder does not provide clarifications of its bid by the date and time set in the Procuring Agency's request for clarification, its bid may be rejected.
- 27. Deviations, Reservations, and Omissions**
- 27.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 28. Determination of Responsiveness**
- 28.1 The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 10.
- 28.2 A substantially responsive bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the contract; or
 - (ii) limit in any substantial way inconsistent with the bidding document, the Procuring Agency's rights, or the bidder's obligations under the contract; or
- (b) if rectified, it would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.3 The Procuring Agency shall examine the technical aspects of the bid submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of Section V – Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.4 If a bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correcting the material deviation, reservation, or omission.

29. Nonconformities, Errors and Omissions

29.1 Provided that a bid is substantially responsive, the Procuring Agency may waive any non-conformities in the bid.

29.2 Provided that a bid is substantially responsive, the Procuring Agency may request that the bidder submit the necessary information or documentation within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

29.3 Provided that a bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities related to the bid price. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive bidders. If the price of the item or component cannot be derived from the price of other substantially responsive bids, the Procuring Agency shall use its best estimate.

30. Correction of Arithmetical Errors

30.1 Provided that the bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected unless, in the opinion of the Procuring Agency, there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.2 Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 30.1 shall result in the rejection of the bid and forfeiture of the bid security.
- 31. Conversion to Single Currency**
- 31.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted to a single currency as specified in the **BDS**.
- 32. Margin of Preference**
- 32.1 Unless otherwise specified in the **BDS**, a margin of preference shall not apply.
- 33. Evaluation of Bids**
- 33.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III – Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. The Procuring Agency shall determine the most advantageous bid by applying the criteria and methodologies. The most advantageous bid is the bid of the bidder that meets the qualification criteria and whose bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 33.2 To evaluate a bid, the Procuring Agency shall consider the following:
- (a) evaluation will be done for Lumpsum basis (contracts), as specified in the **BDS**; and the bid price as quoted in accordance with ITB 13;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 30.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 13.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.3; and
 - (f) the additional evaluation factors are specified in Section III – Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the contract conditions, applied over the period of execution, shall not be taken into account in bid evaluation.
- 33.4 If this bidding document allows bidders to quote different prices for different packages, the methodology to determine the lowest evaluated cost of the package combinations, including any discounts offered in the letter of bid, is specified in Section III - Evaluation and Qualification Criteria.
- 33.5 The Procuring Agency's evaluation of a bid will include and take into account:
- (a) in the case of goods manufactured in the Procuring Agency's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the bidder;
 - (b) in the case of goods manufactured outside the Procuring Agency's country, already imported or to be imported, customs duties and other import taxes levied on the imported goods, sales and other similar taxes, which will be payable on the goods if the contract is awarded to bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 33.6 The Procuring Agency's evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with ITB 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the goods and related services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids unless otherwise specified in the

BDS from amongst those set out in Section III – Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 33.2(f).

- 34. Comparison of Bids**
- 34.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive bids established in accordance with ITB 33.2 to determine the bid that has the lowest evaluated cost. The comparison shall be based on DDP (place of the final destination) prices for imported goods and EXW prices, plus the cost of inland transportation and insurance to the place of destination for goods manufactured within the Procuring Agency's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall consider custom duties and other taxes levied on imported goods quoted CIP and sales, and similar taxes levied in connection with the sale or delivery of goods.
- 35. Qualification of the Bidder**
- 35.1 The Procuring Agency shall determine, to its satisfaction, whether the eligible bidder that is selected as having submitted the lowest evaluated cost and substantially responsive bid meets the qualifying criteria specified in Section III – Evaluation and Qualification Criteria.
- 35.2 The determination shall be based upon examining the documentary evidence of the bidder's qualifications record submitted pursuant to ITB 16. The determination shall consider the qualifications of other firms such as the bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the bidder.
- 35.3 An affirmative determination shall be a prerequisite for awarding the contract to the bidder. An adverse determination shall result in the disqualification of the bid. In this event, the Procuring Agency shall proceed to the bidder who offers a substantially responsive bid with the next lowest evaluated cost to make a similar determination of that bidder's qualifications to perform satisfactorily.
- 36. Procuring Agency's Right to Accept Any Bid and to Reject Any or All Bids**
- 36.1 The Procuring Agency reserves the right to accept or reject any or all bids and annul the bidding process at any time before awarding the contract without incurring any liability to bidders. In case of annulment, all bids submitted, specifically bid securities, shall be promptly returned to the bidders.
- 37. Bid Evaluation Reports**
- 37.1 The Procuring Agency, upon completion of the bids' evaluation, shall send to each bidder bid evaluation results showing reasons for acceptance or rejection of

bids. The Procuring Agency shall also publicize the reports via the websites of the Procuring Agency and SPPRA at least three (3) business days before the contract award.

F. Award of Contract

- 38. Award Criteria**
- 38.1 Subject to ITB 37, the Procuring Agency shall award the contract to the bidder(s) offering the most advantageous bid. The most advantageous bid is the bid offered by a bidder that meets the qualification criteria and whose bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 39. Procuring Agency's Right to Vary Quantities at Time of Award**
- 39.1 At the time the contract is awarded, the Procuring Agency reserves the right to increase or decrease the quantity of goods and related services initially specified in Section V – Schedule of Requirements, provided this does not exceed the percentages specified in the **BDS** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.
- 40. Notification of Award**
- 40.1 Before the expiry date of the bid validity period or any extension thereof, the Procuring Agency shall notify the successful bidder in writing that its bid has been accepted. The award notification shall specify the sum that the Procuring Agency will pay the bidder in consideration of the contract execution.
- 40.2 Within fifteen (15) days of the signing of the contract, the Procuring Agency shall publish the award of the contract, including:
- (a) contract evaluation report;
 - (b) form of contract and letter of award;
 - (c) bill of quantities of schedule of requirements;
 - (d) Other documents required under the SPP Rules.
- 40.3 The contract award notice shall also be published on the Procuring Agency and SPPRA's websites with free access.
- 41. Signing of Contract**
- 41.1 The Procuring Agency shall send the successful bidder the bid acceptance letter, including the contract agreement.

41.2 The successful bidder shall affix stamp duty and then sign, date and return the Procuring Agency the contract agreement within seven (7) business days of receipt.

42. Performance Security

42.1 Within seven (7) business days of the receipt of the bid acceptance letter from the Procuring Agency, the successful bidder shall furnish the performance security in accordance with the GCC 18, using for that purpose the performance security form included in Section VIII – Contract Forms, or another form acceptable to the Procuring Agency as mentioned in the **BDS**.

42.2 Failure of the successful bidder to submit the performance security mentioned above or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	The IFB reference no. is: FD (CTC-I) 03(03)/2024-2025
ITB 2.1	The Procuring Agency is: Finance Department, Government of Sindh The IFB name is: Procurement of white top quality Papers for Printers & Photocopier Machines
ITB 4.1	The Maximum number of members in the Joint Venture (JV) shall be: JV or consortium is not allowed.
B. Contents of Bidding Document	
ITB 6.1	For clarification of Bid purposes only, the Procuring Agency's address is: Attention: Additional Finance Secretary (SR / Admn) Finance Department, Government of Sindh Address: Room No. 117 & 119, 6 th Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road City: Karachi Telephone: +92 21 99222119 (b): +92 21 99222111 (c): +92 21 99222113 E-mail: procurementfd@finance.gos.pk Website: https://www.finance.gos.pk/
	Requests for clarification (if any) should reach the Procuring Agency no later than five (5) calendar days before the date for the opening of bids, only through the E-Pak Acquisition and Disposal System (EPADS) of Sindh Public Procurement Regulatory Authority i.e. https://portalsindh.eprocure.gov.pk/#/ . No physical correspondence in respect of the clarification shall be accepted from the bidder(s).
C. Preparation of Bids	
ITB 9.1	The language of the bid is the English . All correspondence exchanges shall be in the English language. The language for the translation supporting of documents is English .
ITB 10.1 (j)	Bidder shall submit the following documents [relating to business structure and capability] to perform contracts in its bid: (a) Registration details including Memorandum & Articles of Incorporation (or equivalent documents of constitution or association) and documents for registration of legal entity; (b) Company profile describing nature of business and field of experience; (c) Power of Attorney (Appendix – C); (d) Integrity Pact (Appendix – A); (e) Audit reports containing balance sheets, income statements and cash

	<p>flow statements of the last three (3) years duly issued and verified by a certified chartered accountant firm;</p> <p>(f) Income tax returns filed during the last three (3) years;</p> <p>(g) Bid security financial instrument;</p> <p>(h) Qualification record, including completion certificates and work orders, indicating contracts scope and references proving completion of the requisite number of contract(s) in the last three (3) years;</p> <p>(i) Historical contracts' non-performing details, if any, with reasons leading to non-performance;</p> <p>(j) Litigation history with pending cases and nature of such litigations;</p> <p>(k) An affidavit that the bidder is not blacklisted by any public or private sector organization (Appendix-B);</p> <p>(l) Any other document, including Bid forms as applicable and referred to in the ITB, associated with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.</p>
ITB 12.1	Alternative bids shall not be considered
ITB 13.5	The prices quoted by the bidder(s) shall not be subject to adjustment during the performance of the contract.
ITB 13.6	Bidders may quote for a Lumpsum basis . Evaluation of bids will be made on Lumpsum basis only.
ITB 13.7	The Incoterms edition is: 2020
ITB 13.8 (b)(i)	<p>Place of destination: DDP - the goods shall be delivered at the Procuring Agency's office in Karachi.</p> <p>Karachi: A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.</p>
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	<p>Final Destination (Delivery Site): As specified above.</p> <p>Goods will also be undertaken at the destined places where goods require be delivered or otherwise as mentioned under the supply requirements (refer to the technical specification).</p>
ITB 14.1	The bidder is required to quote in currency of the Procuring Agency's country the portion of the bid price that corresponds to expenditures incurred in that currency. Bidder must quote in Pak Rupees using Section IV – Bid Forms.
ITB 15.4	Period of time the goods are expected to be functioning: One (01) year
ITB 16.2 (a)	The manufacturer's authorization letter is: Not applicable
ITB 16.2 (b)	After-sales service: required as per Section V – Schedule of Requirements.
ITB 18.1	The bid shall remain valid until 24th February, 2025
ITB 15.3 (a)	The bid price shall be adjusted by the following factor(s): Not applicable.

- ITB 18.1** Bid security shall be required against the total quoted bid. Bidder shall submit bid security equivalent to the **5% of total quoted bid** in Pakistani Currency in the shape of pay order/ demand draft/ bank guarantee, issued or confirmed by a scheduled bank of Pakistan, in favor of **Drawing & Disbursing Officer, Finance Department Government of Sindh**. The original bid security instrument shall be required physically in a separate sealed envelope on or before bid's opening date and a copy of the same instrument, to be required electronically in a bid as well
- ITB 18.2** **Other types of acceptable securities:** Pay Order or Demand Draft or CDR issued by any scheduled bank of the Procuring Agency's country.
- ITB 19.1** In addition to the original bid, the number of copies required is: **N/A**
- ITB 19.3** **The written confirmation of authorization to sign on behalf of the bidder shall consist of:** Power of Attorney (**Appendix-C**)

D. Submission and Opening of Bids

- ITB 21.1** For submission of **bid's security instrument purposes**, the Procuring Agency's address is:
- Attention** Additional Finance Secretary (SR / Admn)
Finance Department, Government of Sindh
- Address:** Room No. 171, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road
- City:** Karachi
- The deadline for bids submission through EPADS is:**
- Date:** 25th November 2024
Time: 11.00 am.
- Bidders **shall** have only option for submitting their bids **electronically** through EPADS of Sindh Public Procurement Regulatory Authority by registered their Company / Organization in advance at <https://portalsindh.eprocure.gov.pk/#/>. **No physical bids shall be allowed.**

- ITB 24.1** **The Bid opening shall take place (electronically) at:**
- Address** Room no. 119, 6th Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road
- City:** Karachi
- Date:** 25th November 2024
Time: 12.00 Noon.

- ITB 24.6** The letter of bid and price schedules shall be initialed by **all** representatives of the Procuring Agency conducting Bid opening.

E. Evaluation and Comparison of Bids

ITB 31.1 The currency that shall be used for bid evaluation and comparison purposes to convert at the selling exchange rate of all bid prices expressed in various currencies into a single currency is: **N/A**.

ITB 32.1 A margin of domestic preference **shall not** apply.

ITB 33.2(a) Evaluation will be done on **Lumpsum basis**.

ITB 33.6 The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:

- (a) deviation in delivery schedule: **No**
- (b) deviation in payment schedule: **No**
- (c) the cost of major replacement components, mandatory spares and service: **No**
- (d) the availability in the Procuring Agency's country of spares and after-sales services for the equipment offered in the bid: **No**
- (e) life cycle costs: the costs during the life of the goods or equipment: **No**
- (f) the performance and productivity of the equipment offered: **No**

F. Award of Contract

ITB 39 The maximum percentage by which quantities may be increased is: **15%**

Section III - Evaluation and Qualification Criteria

Contents

1. Margin of Preference (ITB 32).....	31
2. Evaluation (ITB 33)	32
3. Qualification (ITB 35)	32

1. Margin of Preference (ITB 32)

If the BDS so specifies, the Procuring Agency will grant a margin of preference to goods manufactured in the Procuring Agency's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Procuring Agency's country, for which (i) labor, raw materials, and components from within the Procuring Agency's country account for more than thirty (30) per cent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission;
- (b) **Group B:** All other bids offering goods manufactured in the Procuring Agency's country;
- (c) **Group C:** Bids offering goods manufactured outside the Procuring Agency's country that have been imported or that will be imported.

To facilitate this classification by the Procuring Agency, the bidder shall complete whichever version of the price schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the price schedule by the bidder shall not result in rejection of its bid, but merely in the Procuring Agency's reclassification of the bid into its appropriate bid group.

The Procuring Agency will first review the bids to confirm the appropriateness of, and modify, as necessary, the bid group classification to which bidders assigned their bids in preparing their bid forms and price schedules.

The bids in each group will then be compared to determine the bid with the lowest evaluated cost in that group. The lowest evaluated cost bid from each group shall then be compared with each other, and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, a bid from Group C is the lowest evaluated cost, all bids from Group C shall be further compared with the bid with the lowest evaluated cost from Group A after adding to the evaluated costs for goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen per-cent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

Most Advantageous Bid

The Procuring Agency shall use the criteria and methodologies listed in Sections 2 and 3 below to determine the most advantageous bid. The most advantageous bid is the bid offered by a bidder that meets the qualification criteria and whose bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

2. Evaluation (ITB 33)

2.1. Evaluation Criteria (ITB 33.6)

If the **BDS so specifies**, the Procuring Agency's evaluation of a bid may take into account, in addition to the bid price quoted in accordance with ITB 13.8, one or more of the following factors as specified in ITB 33.2(f) and in **BDS** referring to ITB 33.6, using the following criteria and methodologies.

- (a) Delivery schedule (As per Incoterms specified in the BDS): **N/A**
- (b) Deviation in payment schedule (As per SCC): **N/A**
- (c) Cost of major replacement components, mandatory spare parts, and service: **N/A**
- (d) Availability in the Procuring Agency's country of spare parts and after-sales services for equipment offered in the Bid: **N/A**
- (e) Life cycle costs: **N/A**
- (f) Performance and productivity of the equipment: **N/A**
- (g) Specific additional criteria: **N/A**

2.2. Multiple Contracts (ITB 33.4)

If, in accordance with ITB 1.1, bids are invited for Turnkey or Lumpsum basis, the contract will be awarded to the bidder offering a substantially responsive bid and the lowest evaluated cost to the Procuring Agency on Lumpsum basis, subject to the selected bidder meeting the required qualification criteria (this Section III, Sub-Section ITB 36 Qualification Requirements).

2.3. Alternative Bids (ITB 12.1)

An alternative bid, if permitted under ITB 12.1, will be evaluated as follows: **N/A**

3. Qualification (ITB 36)

3.1 Qualification Criteria (ITB 36.1)

After determining the substantially responsive bid which offers the lowest-evaluated cost in accordance with ITB 33, the Procuring Agency shall carry out the post-qualification of the bidder in accordance with ITB 36, using only the requirements specified below. Requirements not included in the text below shall not be used in the evaluation of the bidder's qualifications:

- (a) **Nationality:** Bidder must have been incorporated or setup in Pakistan as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents of constitution or association or documents for registration of legal entity as applicable under the law);
- (b) **Registration:** Bidder must have valid registration with the Federal Board of Revenue for Income Tax and Sales Tax and shall be on the active tax payer list (ATL) in Income Tax and General Sales Tax at FBR Portal;
- (c) **Documentary Evidence:** Bidder must furnish documentary evidence to demonstrate that the goods it offers meet the requirement specified under Part 2 – Supply Requirements.
- (d) **Power of Attorney:** Bidder must submit a power of attorney, as required by the bidding document, for the authorized person nominated to sign the documents;
- (e) **Financial Turnover:** Bidder must have an average annual financial turnover not less than equivalent cost of the total bid price during the last three years, as verifiable from the financial statements issued by a Certified Chartered Accountant in Pakistan or as applicable;

- (f) **Experience:** Bidder must have successfully completed at least One (1) similar assignment, with each assignment's minimum cost not less than equivalent cost of the total quoted bid price relating to the supply of goods to any public or private sector organization during the last three (3) years;
- (g) **Government Owned Organization:** Bidder must be: (i) legally and financially autonomous; (ii) operates under commercial law; and (iii) are not under the supervision of the Procuring Agency;
- (h) **Conflict of Interest:** Bidder must not have any conflict of interest arising from the prior or existing contracts or relationships which could materially affect the potential involvement of the Bidder and to comply with the obligations set out in the bidding document issued with respect to this procurement activity;
- (i) **Non-performing Contracts and Litigation History:** Bidder must provide details, if any, relating to the: (i) non-performing contracts with cogent reasons; and (ii) disputes and litigation or arbitration cases in-hand and pending for adjudication;
- (j) **Non-blacklisting/ Non-debarment:** Bidder must not be: (i) blacklisted by any public sector organization; (ii) debarred by the Procuring Agency till the bid submission deadline; (iii) in bankruptcy or liquidation proceeding; and (iv) convicted of, fraud, corruption, collusion or money laundering during the last three (3) years.
- (k) **Test Report:** The evaluation of paper's samples quoted by bidder shall be inspected and tested through PCSIR Lab, Government of Pakistan and in the instant case latest PCSIR report in the name of Procuring Agency must be submitted alongwith the Bid, otherwise Bids will be ignored and rejected without any further assessment. All expenses relating to the laboratory test shall be borne by the bidder and no claim shall be allowed by the bidder in respect of the said expenditure to the procuring agency. The bidder whose paper's parameters (test report) received to the procuring agency less **or** more than the required parameters as specified in **Technical Specification (3.2 Technical Requirements)**, shall be declared as Technically ineligible and the same will be disqualified from Bidding Process.

The bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement specified under Part 2 – Supply Requirements.

Section IV - Bidding Forms

Table of Forms

1. Letter of Bid	35
2. Bidder Information Form	37
3. Bidder's JV Members Information Form	38
4. Price Schedule Forms.....	39
5. Form of Bid Security	41
6. Manufacturer's Authorization	42

Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT.

The bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the bidder's complete name and business address.

Note: *All italicized text is to help bidders in preparing this form.*

Date of bid submission: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification number if this is a bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

- (a) **No Reservations:** We have examined and have no reservations to the bidding document, including the Addenda issued in accordance with ITB 7;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Conformity:** We offer to supply in conformity with the bidding document and to follow the delivery schedules specified in Section V – Schedule of Requirements the following goods: *[insert a brief description of the goods and related services]*;
- (d) **Bid Price:** The total price of our bid, including any discounts offered in the item below, is: *[insert the total price of the bid in words and figures]*
- (e) **Bid Validity:** Our bid shall be valid until *[insert day, month, and the year in accordance with ITB 17.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our bid is accepted against any or all items or goods offered, we commit to obtaining performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other bid(s) as an individual bidder, and we are not participating in any other bid(s) as a joint-venture member or as a subcontractor, and meet the requirements of ITB 3.3, other than alternative bids submitted in accordance with ITB 12;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by any public sector agency. Further, we are not ineligible under the Procuring Agency's country laws or official regulations or a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] [We are a state-owned enterprise or institution but meet the requirements of ITB 3.6];*
- (j) **Commissions, gratuities, fees:** We have paid or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the contract: *[insert*

complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity.

Name of Recipient	Address	Reason	Amount

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

- (k) **Binding Contract:** We understand that this bid, together with your written acceptance thereof included in your letter of acceptance, shall constitute a binding contract between us until a formal contract is prepared and executed;
- (l) **Procuring Agency Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost bid, the most advantageous bid or any other bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of fraud and corruption.

Name of the bidder: **[insert complete name of the bidder]*

Name of the person duly authorized to sign the bid on behalf of the bidder: ***[insert complete name of person duly authorized to sign the bid]*

Title of the person signing the bid: *[insert complete title of the person signing the bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing] day of [insert month], [insert year]*

Bidder Information Form

[The bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

Page _____ **of** _____ **pages**

1. Bidder's Name <i>[insert bidder's legal name]</i>
2. In the case of JV, the legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's year of registration: <i>[insert bidder's year of registration]</i>
5. Bidder's address in the country of registration: <i>[insert the legal address in the country of registration]</i>
6. Bidder's authorized representative Information Name: <i>[insert authorized representative's name]</i> Address: <i>[insert authorized representative's address]</i> Telephone/Fax numbers: <i>[insert authorized representative's telephone/fax numbers]</i> Email Address: <i>[insert authorized representative's email address]</i>
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1. <input type="checkbox"/> In the case of state-owned enterprise or institution, in accordance with ITB 3.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy; • Operation under commercial law; • Establishing that the bidder is not under the supervision of the Procuring Agency.

Bidder's JV Members Information Form

[The bidder shall fill in this form in accordance with the instructions indicated below. The following table shall be filled in for the bidder and each member of joint venture].

Date: *[insert date (as day, month and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

Page _____ **of** _____ **pages**

1. Bidder's Name <i>[insert bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in the country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's Authorized Representative Information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/ Fax numbers: <i>[insert telephone no. of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association) and/or registration documents of the legal entity named above, in accordance with ITB 3.4. <input type="checkbox"/> In the case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Agency, in accordance with ITB 3.6.
8. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership. <i>[If required under the bidding document, the successful bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Price Schedule Forms

*[The bidder shall fill these price schedule forms in accordance with the instructions. The list of line items in column 1 of the **price schedules** shall coincide with the list of goods and related services specified by the Procuring Agency in the schedule of requirements.]*

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Procuring Agency to insert its name and address]*

IFB No.: *[Procuring Agency to insert reference number for the IFB]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

Bid Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on letterhead]*

We have been informed that _____ *[insert name of the bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (the 'Applicant') has submitted or will submit to the Procuring Agency (the 'Beneficiary') its bid (the 'Bid') for the execution of _____ under Invitation for Bids No. _____ (the 'IFB').

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid security, which inter-alia may be in the form of a bank guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in demand itself or a separately signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its bid prior to the bid validity expiry date outlined in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its bid by the Beneficiary prior to the expiry date of the bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, or (iii) fail to perform any obligation as specified under the ITB 18.5 of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after expiry date of the bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

Manufacturer's Authorization

[The bidder shall require the manufacturer to fill this form in accordance with the instructions. This letter of authorization should be on the manufacturer's letterhead and signed by a person with the proper authority to sign documents binding on the manufacturer. The bidder shall include it in its bid if so indicated in the BDS.]

Date: *[insert date (as day, month, and year) of bid submission]*

IFB No.: *[insert number of IFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to negotiate and sign the contract subsequently.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract concerning the goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2 – SUPPLY REQUIREMENTS

Section V – Schedule of Requirements

Contents

- 1. List of Goods and Delivery Schedule 45
- 2. List of Related Services and Completion Schedule 46
- 3. Technical Specifications..... 47
- 4. Inspections and Tests 48

1. List of Goods and Delivery Schedule

Line Item No	Description of Goods	Quantity	Physical Unit	Final Destination (Project or Delivery Site) as specified in BDS	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery Date (Bidder to Provide Dates)
1.	A4 Size Papers for Printers	2500	Reams	A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.	One (01) business day following the date of effectiveness of the contract and after issuance of Final Purchase Order.	Thirty (30) business days following the date of effectiveness of the contract and after issuance of Final Purchase Order.	
2.	A4 Size Papers for Photocopier Machines	3000	Reams				
Total:		5500	Reams				

2. List of Related Services and Completion Schedule

The successful bidder, in addition to the goods delivery, shall be required to provide the delivery completion schedule of the goods within next business day of signing of contract agreement at the Procuring Agency's designated site. The successful bidder shall bear all the costs associated with performing such delivery of goods.

3. Technical Specifications

3.1 General Specification

- i. All the goods to be incorporated in the supply must be new, unused and incorporate all recent improvements in design unless provided otherwise in the contract. The specifications offered by a bidder(s) will be part of the contract between the Procuring Agency and the successful bidder, and will be used by the Procuring Agency's inspection authority to verify compliance on delivery.
- ii. Wherever reference is made in the technical specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national or relate to a particular country or brand or model, other authoritative standards that ensure **substantial equivalence** to the standards and codes specified will be acceptable.

3.2 Technical Requirements

Line Item No	Description	Parameters
1.	White top quality Papers for Printers	Size (mm): A4 (210 x 297) Basis Weight (g/m ²): 80 ± 3 Moisture (%): < 4.2 Thickness (µm): 103-110 Opacity (%): > 95 Brightness (%): 102 ± 2 Color: Pure White Sheets in each Ream: 500-Sheets
2.	White top quality Papers for Photocopier Machines	Size (mm): A4 (210 x 297) Basis Weight (g/m ²): 70 ± 3 Moisture (%): < 4.2 Thickness (µm): 98 - 102 Opacity (%): > 95 Brightness (%): 102 ± 2 Color: Pure White Sheets in each Ream: 500-Sheets
Whereas; (mm) = millimeter (g/m ²) = grams per square meter (%) = percentage (µm) = micrometer		

4. Inspections and Tests

The following inspections and tests shall be performed:

- At the time of delivery of goods by the successful bidder, the Procuring Agency's representative / Inspection Committee– technical resource – shall conduct the goods quality inspection and issue an inspection acceptance certificate, which will be submitted by the bidder along with the invoice for payment releases purpose.
- The Inspection Committee – technical resource – reserves the right prior to issuance of inspection acceptance certificate to carry out Inspection & Testing through PCSIR Lab, Government of Pakistan, of the goods so supplied upon delivery of the said goods. In case the variation is reported viz-a-viz the specifications prescribed by the Procuring Agency in the test report, the contract shall cancelled ab-initio and liable to action as per SPPR Rules, 2010 (As amended from time to time).

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT
FORMS**

Section VI - General Conditions of Contract

Table of Clauses

1. Definitions	51
2. Contract Documents	52
3. Interpretation.....	52
4. Language.....	53
5. Joint Venture, Consortium or Association.....	53
6. Eligibility.....	53
7. Notices.....	53
8. Governing Law.....	53
9. Settlement of Disputes	54
10. Inspections and Audit by the Procuring Agency	54
11. Scope of Supply.....	55
12. Delivery and Documents	55
13. Supplier's Responsibilities.....	55
14. Contract Price	56
15. Terms of Payment.....	56
16. Taxes and Duties	56
17. Performance Security.....	57
18. Copyright	57
19. Confidential Information	57
20. Subcontracting	58
21. Specifications and Standards.....	58
22. Packing and Documents	59
23. Insurance	59
24. Transportation and Incidental Services	59
25. Inspections and Tests	60
26. Liquidated Damages	61
27. Warranty	61
28. Patent Indemnity	62
29. Limitation of Liability.....	63
30. Change in Laws and Regulations.....	63
31. Force Majeure.....	64
32. Change Orders and Contract Amendments	64
33. Extensions of Time.....	65
34. Termination.....	66
35. Assignment.....	67
36. Export Restriction.....	67

Section VI – General Conditions of Contract (GCC)

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract or Agreement" means the agreement entered into between the Procuring Agency and the Supplier, together with the documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Completion" means the Supplier's fulfillment of the Related Services in accordance with the terms and conditions set forth in the Contract.
 - (f) "GCC" means the General Conditions of Contract.
 - (g) "Goods" means all commodities, raw material, machinery and equipment, and/ or other materials the Supplier is required to supply to the Procuring Agency under the Contract.
 - (h) "Procuring Agency's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (i) "Procuring Agency" means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
 - (j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract.
 - (k) "SCC" means the Special Conditions of Contract.
 - (l) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (m) "Supplier" means the person, private or government entity, or a combination of the above whose bid to perform the Contract has been accepted by the

Procuring Agency and is named as such in the Contract Agreement.

- (n) "The Project Site," where applicable, means the place named in the **SCC**.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Interpretation

- 3.1 If the context requires it, singular means plural and vice versa.

3.2 Incoterms

- (a) Unless inconsistent with any Contract provision, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the **SCC**.

- (b) The terms DDP, EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

- 3.3 **Entire Contract Agreement:** The Contract constitutes the agreement between the Procuring Agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties before the Contract date.

- 3.4 **Amendments:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

- 3.6 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 4. Language**
- 4.1 The Contract and all correspondence and documents relating to it exchanged by the Supplier and the Procuring Agency shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation for documents provided by the Supplier.
- 5. Joint Venture, Consortium or Association**
- 5.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Agency.
- 6. Eligibility**
- 6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered and operates in conformity with the laws of the country.
- 6.2 All Goods and Related Services to be supplied under the Contract and financed by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.
- 7. Notices**
- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 8. Governing Law**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Agency's Country unless otherwise specified in the SCC.

- 8.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Procuring Agency's Country when
- (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 9. Settlement of Disputes**
- 9.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
- 9.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.
- 10. Inspection and Audit by the Procuring Agency**
- 10.1 The Supplier shall keep and make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 10.2 The Supplier shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit the Procuring Agency and/ or persons appointed by the Procuring Agency to inspect the site and/ or the accounts, records and other documents relating to the procurement process, selection and/ or contract execution, and to have such accounts, records and

- other documents audited by auditors appointed by the Procuring Agency.
- 11. Scope of Supply**
- 11.1 The Goods and Related Services to be supplied by the Supplier to the Procuring Agency shall be those specified in the Schedule of Requirements.
- 12. Delivery and Documents**
- 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion schedule specified in the schedule of requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the scope of supply in accordance with GCC Clause 11 and the Delivery and Completion Schedule, as per GCC Clause 12.
- 13.2 The Supplier, including its Subcontractors, shall not employ or engage in forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 13.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty and includes any involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 13.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for exploitation.
- 13.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 13.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 13.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the children's health, safety, or morals. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;

- (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as working for long hours, during the night or in confinement on the employer's premises.
- 13.8 The Supplier shall comply with and require its Subcontractors, if any, to comply with all applicable health and safety regulations, laws, guidelines, and any other requirements stated in the Technical Specifications.
- 13.9 The Supplier shall comply with additional obligations as specified in the **SCC**.
- 14. Contract Price**
- 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, except for any price adjustments authorized in the **SCC**.
- 15. Terms of Payment**
- 15.1 The Contract Price, including any advance payments, if applicable, shall be paid as specified in the **SCC**.
- 15.2 The Supplier's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and the documents submitted pursuant to GCC Clause 12 upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Procuring Agency, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier and after the Procuring Agency has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Procuring Agency fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Agency shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 16. Taxes and Duties**
- 16.1 For Goods manufactured outside the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes,

stamp duties, license fees, and other levies imposed outside the Procuring Agency's Country.

16.2 For goods manufactured within the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

16.3 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.

17. Performance Security

17.1 If required as specified in the **SCC**, the Supplier shall, within seven (7) business days of the notification of contract award or letter of acceptance, provide performance security for the performance of the Contract in the amount specified in the **SCC**.

17.2 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.

17.3 As specified in the **SCC**, the performance security, if required, shall be denominated in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the formats stipulated by the Procuring Agency in the **SCC**, or in another format acceptable to the Procuring Agency.

17.4 The performance security shall be discharged by the Procuring Agency and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless specified otherwise in the **SCC**.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Agency directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in a such third party.

19. Confidential Information

19.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work

under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Procuring Agency shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Procuring Agency or Supplier need to share with the Government or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the bid. In the original bid or later, such notification shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clause 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements. When no applicable standard is mentioned the standard shall be equivalent or superior to official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or another document, or any modification thereof provided or designed by or on behalf of the Procuring Agency by giving a notice of such disclaimer to the Procuring Agency;
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any such codes and standards changes shall be applied only after approval by the Procuring Agency and shall be treated in accordance with GCC Clause 32.
- 22. Packaging and Documents**
- 22.1 The Supplier shall provide packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall consider, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all transit points.
- 22.2 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 the **SCC** and any other instructions ordered by the Procuring Agency.
- 23. Insurance**
- 23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 24. Transportation and Incidental Services**
- 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall follow the specified Incoterms.
- 24.2 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 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 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.

24.3 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 to other parties by the Supplier for similar services.

25. Inspections and Tests

25.1 The Supplier shall, at its own expense and no cost to the Procuring Agency, carry out all such tests and inspections of the Goods and Related Services as specified in the **SCC**.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor at point of delivery and/ or at the Goods' final destination, or another place in the Procuring Agency's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, 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.

25.3 The Procuring Agency or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Agency bear all of its costs and expenses incurred in connection with such attendance, including but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Agency. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Agency or its designated representative to attend the test and inspection.

25.5 The Procuring Agency may require the Supplier to carry out any test and inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and inspection impede the progress of manufacturing and the Supplier's performance of its other obligations under the Contract, the due allowance will be made

in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Procuring Agency with a report of the results of any such test and inspection.
- 25.7 The Procuring Agency may reject any Goods or parts that fail to pass any test and inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Agency, and shall repeat the test and inspection, at no cost to the Procuring Agency upon giving notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and inspection of the Goods or any part thereof, nor the attendance by the Procuring Agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6 shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under GCC Clause 30, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Agency may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **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 those SCC. Once maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

27. Warranty

- 27.1 Except as provided under GCC Clause 29, if the Supplier may terminate the Contract pursuant to GCC Clause 34.
- 27.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 27.3 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.4 Unless otherwise specified in the **SCC**, the 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 **SCC** or for eighteen (18) months after the date of shipment from the port or

place of loading in the country of origin, whichever period concludes earlier.

- 27.5 The Procuring Agency shall promptly notify the Supplier of the nature of any such defects, together with all available evidence, following the discovery thereof. The Procuring Agency shall afford all reasonable opportunities for the Supplier to inspect such defects.
- 27.6 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof at no cost to the Procuring Agency.
- 27.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, nor any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought, or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Agency shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 28.3 If the Supplier fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its behalf.
- 28.4 The Procuring Agency shall, at the Supplier's request, afford all available assistance in conducting such proceedings or claim and be reimbursed by the Supplier for all reasonable expenses.
- 28.5 The Procuring Agency shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Agency.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Procuring Agency, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency and
- (b) the aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

30. Change in Laws and Regulation

- 30.1 Unless otherwise specified in the Contract, if after the date of twenty-eight (28) days prior to the date of bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/ or the Contract Price, then such delivery date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price

adjustment provisions where applicable, in accordance with GCC Clause 14.

- 31. Force Majeure**
- 31.1 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.
- 31.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 32. Change in Orders and Contract Amendments**
- 32.1 The Procuring Agency may at any time order the Supplier through a notice in accordance with GCC Clause 7 to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 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 the delivery/ completion schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Agency's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s), including a description and estimate of costs (including life cycle costs) the Procuring Agency, may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Procuring Agency without compromising the necessary functions of facilities.

If the value engineering proposal is approved by the Procuring Agency and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the PCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price, but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

32.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

33. Extension of Time

33.1 If at any time during the performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may, at its discretion, extend the

Supplier's time for performance, in which case the parties shall ratify the extension by amendment of the Contract.

- 33.2 Except in the case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 2 unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

34.1 Termination for default

- (a) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Agency, has engaged in fraud and corruption, as defined in the SPP Rules, in competing for or executing the Contract.
- (b) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Agency for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

- (a) The Procuring Agency may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the Procuring Agency.

34.3 Termination for Convenience

- (a) The Procuring Agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods, the Procuring Agency may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay the Supplier an agreed amount for partially completed Goods and Related Services and materials and parts previously procured by the Supplier.

35. Assignment

- 35.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**36. Export
Restriction**

- 36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to the country of the Procuring Agency, or the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/ goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction the Procuring Agency and of the Government that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/ goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Agency's convenience pursuant to Sub-Clause 34.3.

Section VII – Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Description
GCC 1.1 (i)	The Procuring Agency's Country is: Islamic Republic of Pakistan
GCC 1.1 (j)	The Procuring Agency is: Finance Department, Government of Sindh
GCC 1.1 (n)	<p>The Project Site/ Final Destination is:</p> <p>Karachi: Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Atta-Turk Road, Karachi.</p> <p>The delivery of all the Goods shall be made to the offices as mentioned above as further specified under Section V – Schedule of Requirements (List of Goods and Delivery Schedule).</p>
GCC 3.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by the incoterms, they shall be as prescribed by other internationally accepted trade terms.
GCC 3.2 (b)	The version edition of Incoterms shall be: 2020
GCC 4.1	The language shall be: English
GCC 7.1	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: The Section Officer (B&A), Finance Department, Government of Sindh</p> <p>Address: Room No: 166, Ground Floor, A.K. Lodhi Block – Finance Complex, New Sindh Secretariat Building No. 6, Kamal-Att Turk Road</p> <p>City: Karachi</p> <p>Telephone: +92 21 99222113 +92 21 99222111</p> <p>Fax: NIL</p> <p>E-mail: procurementfd@finance.gos.pk</p>
GCC 8.1	The governing law shall be the law of: Islamic Republic of Pakistan
GCC 9.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows:</p> <p>Contract with the Supplier of the Procuring Agency's country: Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity thereof, shall be referred to adjudication/ arbitration following of the Procuring Agency's Country.</p>

GCC 12.1 **The shipping or delivery and other documents to be furnished by the Supplier are** Supplier's warranty certificate, inspection certificate issued by the nominated inspection agency or the Procuring Agency, Supplier's factory shipping details, or as applicable, etc. The Procuring Agency shall receive the documents at the time of delivery of the Goods, and if not received, the Supplier will be responsible for any consequential expenses.

GCC 13.9 The Supplier shall have a code of conduct and provide appropriate sensitization for its personnel carrying out installation, operation, and maintenance that include, but are not limited to, maintaining a safe working environment and not engaging in the following practices:

- (i) any form of sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Procuring Agency's personnel;
- (ii) Sexual exploitation, which means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another;
- (iii) Sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- (iv) any form of sexual activity with individuals under 18, except in the case of pre-existing marriage.

The Procuring Agency may require the Supplier to remove (or cause to be removed) from the Site or other places where the installation, operation, and maintenance is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 13.9. Notwithstanding any requirement from the Procuring Agency to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person from the Site or other places where installation, operation, and maintenance are being executed. In either case, the Supplier shall promptly appoint, as appropriate, suitable replacement with equivalent skills and experience.

GCC 14.1 The prices charged for the Goods supplied performed **shall not** be adjustable.

If prices are adjustable, the following method shall be used to calculate the price adjustment: **N/A**

GCC 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad or within the Procuring Agency's Country: Hundred (100) percent of the Contract Price shall be paid within thirty (30) days effective from Goods delivered, installation and accepted along with the supporting documents.

GCC 15.5	The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be 60 days .
	The interest rate that shall be applied is the Karachi Interbank Offered Rate (KIBOR) at the date when the interest starts to apply.
GCC 17.1	A performance security shall be required. The amount of performance security shall be 10% of the Contract Price .
GCC 17.3	The Performance Security shall be in the form of an unconditional bank guarantee issued or confirmed by a commercial bank of the Procuring Agency's Country in the prescribed format attached with the bidding document or pay order or demand draft in favor of the Drawing & Disbursing Officer, Finance Department, Government of Sindh for a period of Twelve (12) months from the date of its submission.
	The performance security shall be denominated in a freely convertible currency acceptable to the Procuring Agency in accordance with the Contract Price.
GCC 17.4	Discharge of the performance security shall take place within twenty-eight (28) days following the date of satisfactory completion of the Supplier's performance obligations under the Contract.
GCC 22.2	The packing, marking, and documentation within and outside the packages shall be: Finance Department, Government of Sindh (Secretariat) Karachi.
GCC 23.1	The insurance coverage shall be as specified in the Incoterms: N/A
GCC 24.1	Responsibility for transportation of the Goods as specified in the Incoterms. DDP Karachi [as mentioned under SCC GCC 1.1 (o)].
	The Supplier is required under the Contract to transport the Goods to a specified place of final destination/ delivery place within the Procuring Agency's Country, defined as the Project Site, transport to such place of destination in the Procuring Agency's Country, including insurance, storage, installation, operation, and maintenance, as specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
GCC 24.2	Incidental services are performance, replacement and maintenance during the Goods' warranty period. The price quoted in the bid or agreed with the selected supplier shall be included in the Contract Price.
GCC 25.1	The inspection shall be done at the final destination/ delivery place to ensure the Goods received to comply with the required specification, mutually agreed by both parties, and are fully operational.
GCC 25.2	The Inspection shall be conducted at the Project's site/ final destination indicated under Section VIII of Supply requirements.
GCC 26.1	The liquidated damage shall be 0.5% per day . The maximum amount of liquidated damages shall be 10% of the Contract Price.

GCC 27.3 The period of validity of the warranty shall be One (01) year that shall start with effect from the Goods delivery at the respective destined Sites. For purposes of warranty, places of destinations shall be same as delivery place.

GCC 27.3 – In partial modification of the provisions, the warranty period shall be One (01) Year effective from the Goods delivery date. The Supplier shall also 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:

- (i) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests following GCC 25.7; or
- (ii) pay liquidated damages to the Procuring Agency for failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10% of the Contract Price; or
- (iii) Assume responsibility to provide after-sales service (hardware & yield only following the standard terms and conditions) at its cost during the warranty period for the delivered Goods. This condition shall apply to the international warranty only.

GCC 27.5 The period for replacement of items shall be within **three (03) days**.

GCC 27.6

GCC 32.4 The Procuring Agency **shall not** consider any value-engineering proposal from a Supplier.

Section VIII – Contract Forms

Contents

1. Letter of Acceptance	73
2. Contract Agreement.....	74
3. Performance Security.....	76
4. Advance Payment Security	77

Letter of Acceptance

[use letterhead paper of the Procuring Agency]

[Date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your bid dated *[insert date]* for the execution of the *[insert name of the Contract and identification number, as given in the SCC]* for the accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are advised to furnish the original copies of (i) the performance security within seven (7) days in accordance with the conditions of the Contract, using for that purpose one of the performance security forms; and (ii) the Contract agreement affixed stamp duty equivalent to 0.30% of the Contract Price or any other applicable rate prevailing on the agreement's registry date following the provisions of the Stamp Act, 1989.

You are further advised to confirm in writing, within five (5) days, reckoned from the date of receipt of this letter, its acceptance of matters set out herein, and its willingness to execute the Contract in the form enclosed to this letter.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful bidder shall fill in this form following the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Agency]*, a *[insert description of the type of legal entity, for example, an agency of the Ministry of ... of the Government of {insert name of Country of Procuring Agency}, or a corporation incorporated under the laws of {insert name of Country of Procuring Agency}]* and having its principal place of business at *[insert address of Procuring Agency]* (hereinafter called "**the Procuring Agency**"), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "**the Supplier**"), of the other part:

WHEREAS the Procuring Agency invited bids for certain Goods and ancillary services, viz., *[insert a brief description of the Goods and Related Services]* and has accepted a bid by the Supplier for the supply of those Goods and Services.

The Procuring Agency and the Supplier agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are assigned to them in the Contract documents.
2. The following documents shall be deemed to form, read, and construe as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the letter of acceptance
 - (b) the letter of bid
 - (c) the addenda Nos. _____ (if any)
 - (d) Special conditions of contract
 - (e) General conditions of contract
 - (f) the specification (including the schedule of requirements and technical specifications)
 - (g) the completed schedules (including price schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as specified in this Agreement, 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 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 the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Agency

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

(Bank Guarantee)

[The bank, as requested by the successful bidder, shall fill in this guarantee form in accordance with the instructions.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and address of the Procuring Agency]*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on the letterhead]*

We have been informed that _____ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (the '**Applicant**') has been issued a letter of acceptance bearing the letter's reference number _____ for the supply of *[insert description of Goods and related Services]* to the Beneficiary (the '**Letter of Acceptance**').

Furthermore, we understand that, according to the Letter of Acceptance, performance security in the form of a bank guarantee or otherwise is required to be submitted by the Applicant to the Beneficiary.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or separately signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than _ Day of _, 2___², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the percentage of the accepted Contract Price specified in the Letter of Acceptance and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 17.4. The Procuring Agency should note that in the event of an extension of this date for completion of the Contract, the Procuring Agency would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

Advance Payment Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and address of Procuring Agency]*

Date: *[Insert date of issue]*

Advance Payment Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of the place of issue, unless indicated on letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (the '**Applicant**') has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary for the execution of *[insert name of contract and a brief description of Goods and related Services]* (the '**Contract**').

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*³ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in demand itself or separately signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the accepted Contract Price has been certified for payment or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

³ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract or a freely convertible currency acceptable to the Procuring Agency.*

PART 4 – APPENDICES

Appendix B – Affidavit (non-blacklisting)

[On stamp paper of PKR 50]

[Location, Date]

To: [Name and address of the Procuring Agency]

Re: PROCUREMENT OF WHITE TOP QUALITY PAPERS FOR PRINTERS & PHOTOCOPIER MACHINES.

Dear Sir:

Pursuant to the Invitation for Bids dated [insert the date] in respect of the subject procurement, [Insert Name of the Attorney] hereby represents and warrants that, as of the date of this letter, [insert name of bidder/ member of consortium]:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Contract;
- (d) is not blacklisted by any federal or provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and/ or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed under Section III – Evaluation and Qualification Criteria of the bidding document.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Appendix C – Power of Attorney

[On stamp paper of PKR 50]

[Location, Date]

To: [Name and address of the Procuring Agency]]

Re: **PROCUREMENT OF WHITE TOP QUALITY PAPERS FOR PRINTERS & PHOTOCOPIER MACHINES.**

Dear Sir:

Know all men by these presents, we, _____ **[insert name and address of the registered office of the firm]**, do hereby constitute, appoint and authorize Mr./ Ms. _____ **[insert name and father name]** who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our bid for the subject procurement, including signing, authenticating and submission of application/ bid and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Finance Department, Government of Sindh, any other Government entity or any person, in connection with the procurement until the culmination of the process of bidding and after that till the execution of relevant procurement documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds, and things done by our attorney mentioned above shall and shall always be deemed to have been done by us.

For and on behalf of [insert name of the relevant Member]

Authorized Signature [In full and initials]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

Witnesses:

Signature: _____
 Name: _____
 CNIC No.: _____

Signature: _____
 Name: _____
 CNIC No.: _____

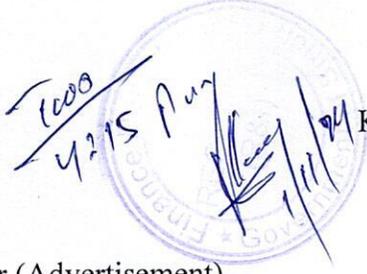


NO.F.D (CTC-I)/03(03)/2024-2025

GOVERNMENT OF SINDH

FINANCE DEPARTMENT

Ph: 021-99222113



Karachi dated the 01st November, 2024

To,

The Director (Advertisement),
Information Department,
Government of Sindh,
Karachi.

Subject: TENDER FOR THE PROCUREMENT OF MISCELLANIOUS ITEMS FOR THE OFFICES OF FINANCE DEPARTMENT, GOVERNMENT OF SINDH, SECRETARIAT, KARACHI

I am directed to refer to the subject noted above and enclosed herewith Seven (07) copies of subject Tender advertisement for the Publication in Three (03) leading daily newspapers English, Urdu & Sindhi i.e. Daily English 'Dawn / Express Tribune'; Daily Urdu 'Jang / Express'; Daily Sindhi 'Kawish' latest by 02nd November, 2024.

2. It is, further requested that each copy of above said newspapers having above advertisement may kindly be furnished to this department for record.

Encl. As above

(MUHAMMAD ADEEL)
SECTION OFFICER (B&A / CTC)

NO.F.D (CTC-I)/03(03)/2024-2025

Karachi dated the 01st November, 2024

A copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi.
2. The P.S to SFS (SR/Admn), Finance Department, Government of Sindh, Karachi.
3. The P.S to AFS (SR/Admn), Finance Department, Government of Sindh, Karachi.
4. The P.S to DS (Admn & Accounts), Finance Department, Government of Sindh, Karachi.
5. The R.O to Secretary to Government of Sindh, Finance Department, Karachi.
6. The Chief Information Officer, Information Management Unit, Finance Department, Government of Sindh, with the request to upload the same NIT & Bidding Documents on Finance Department's Official website.
7. The Office Concerned Copy.

SECTION OFFICER (B&A / CTC)

Address:

Room No. 171, Care Taker Cell-I, Ground Floor, Finance Department, Government of Sindh, Building No. 06, A.K
Lodhi Block, Sindh Secretariat, Kamal-Attaturk Road, Karachi, Pakistan.

Telephone No: +92-21-99222113

Website: www.finance.gos.pk

E-mail: procurementfd@finance.gos.pk



FINANCE DEPARTMENT GOVERNMENT OF SINDH

INVITATION FOR BIDS

(PROCUREMENT OF MISCELLANIOUS ITEMS FOR THE OFFICES OF FINANCE DEPARTMENT, GOVERNMENT OF SINDH, SECRETARIAT, KARACHI)

Reference No: FD (CTC-I) / 03 (03) / 2024-2025

Date: 2nd November, 2024

Government of Sindh (the 'Government') has allocated the funds towards strengthening operational activities support to the Finance Department (the 'Procuring Agency'), which it intends to apply part of the proceeds of this anticipatory funding toward the eligible payments under the procurement contract mentioned below:

Category-A	CATEGORY TITLE		
	Procurement of Miscellaneous Items		Delivery Timeline
LOT-I	Supply of Petty / Edible Items on monthly basis under frame work contract.		Within 1-5 business days at the start of every month till expiry of the contract.
LOT-II	Supply of customized Printing Articles on monthly basis under frame work contract		Within 1-5 business days at the start of every month till expiry of the contract.
LOT-III	Supply of Stationery items on monthly basis under frame work contract		Within 1-5 business days at the start of every month till expiry of the contract.
Category-B	Procurement of Original supplies (HP Cartridges) for HP Printers	Total Qty	Delivery Timeline
1.	Original Supplies (HP Cartridges/ Toners) for HP Printers	662-Units	Within 1-30 business days following the date of effectiveness of the contract and after issuance of final purchase order.
Category-C	Procurement of white Top Quality Papers for Printers & Photocopier Machines	Total Qty	Delivery Timeline
1.	For Printers: A4 Size 80-Grams	2500-Reams	Within 1-30 business days following the date of effectiveness of the contract and after issuance of final purchase order.
2.	For Photocopier Machines: A4 Size 70-Grams	3000-Reams	

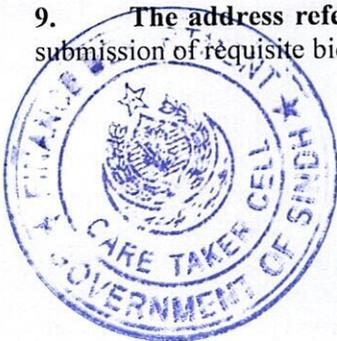
2. Procuring Agency now invites sealed bids from the eligible bidders / authorized partners having registration with the relevant tax and professional authorities and having atleast one (01) operational office in Karachi City for supplying the goods with ancillary services under the categories mentioned above, as further detailed under the separate bidding document issued to category wise i.e. (Category-A/B/C).

3. The procurement will be conducted through an open National Competitive Bidding using **Single Stage – One Envelope Procedure** as specified under Rule-15(b) read with Rule-46(1) of SPP Rules, 2010, and is open to all the eligible Bidders qualifying the eligibility criteria as further detailed in the category wise bidding document.



[Handwritten signature]

4. Bidders may bid for **one or all categories** mentioned thereunder. The contract(s) will be awarded to the bidder(s) offering the most advantageous bid under each category on lumpsum basis, provided the bidder(s) meet the required qualification criteria and other terms & conditions mentioned under the category wise bidding document.
5. Interested bidders may seek further information by obtaining the category wise bidding document upon submitting a written application along with a pay order / demand draft amounting to Rs. 1,500/- for each category in favor of the **Drawing & Disbursing Officer, Finance Department Government of Sindh** from the procuring agency's office, addressed below, with effect from **3rd November, 2024** till **24th November, 2024**, or downloading it the same from the websites of the Procuring Agency <https://finance.gos.pk/> or SPPRA <https://portalsindh.eprocure.gov.pk/#/>.
6. Bids for each Category-A/B/C containing requisite or supporting documents must be submitted **electronically** and bidders shall have only option for submit their bids on or before **11:00 am.** on **25th November, 2024** through designated e-procurement system i.e. E-Pak Acquisition and Disposal System (EPADS) of Sindh Public Procurement Regulatory Authority, by registered their company / organization in advance at <https://portalsindh.eprocure.gov.pk/#/> prior to the bid opening date. **Physical bids shall not be allowed neither be accepted.** Late Bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives who may choose to be present in person at the address specified in the category wise bidding documents at **12:00 noon** on **25th November, 2024**. However, in case of a public holiday or any unforeseen event on the bids' opening date, the bids shall be considered and opened on the next business day at the same time and venue.
7. All the bids shall remain valid for a period of ninety (90) days effective from the bids' opening date and must be accompanied by a corresponding bid security equivalent to **5%** of the total quoted bid (each corresponding category) in the shape of Pay Order/ Demand Draft/ Bank Guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of '**Drawing & Disbursing Officer, Finance Department, Government of Sindh**'. However, the original bid security instrument shall be required **physically** in a separate sealed envelope from all the prospective bidders on or before bid's opening date and a copy of the same bid security instrument, to be required electronically in a bid as well. Non-compliance will cause the rejection of the bid(s).
8. The Procuring Agency reserves the right to reject any or all bids or cancel the bidding process, in whole or in part, at any time before accepting a bid(s), subject to the relevant provisions of the SPP Rules.
9. **The address referred to the above** for issuance of the bidding documents (if required to) and submission of requisite bid security is mentioned below.



(MUHAMMAD ADEEL)
SECTION OFFICER (B&A / CTC)

Address:

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