

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

**RFP No. 10780/AMIS/E&M/2018 dated: 5/4/2018**



**National Competitive Bidding**  
**(Single Stage – Two Envelop)**

**Procurement of**  
**HARDWARE/ ITEQUIPMENTS**

**Director of Agriculture (Economics & Marketing) Punjab,**

21- Davis Road, Lahore. Phone: (042)-99200754

**April-2018**

## Invitation for Bids

Dated: 6<sup>th</sup> April, 2018

The office of Director of Agriculture (Economics & Marketing) Punjab, 21 Davis Road, Lahore, has received budget from Government of Punjab towards the cost of "Supply of Hardware/ IT Equipment". It is intended that part of the proceeds of this budget will be applied to eligible payments for supply of following item:

| Sr. No. | Item                          | Quantity | Bid Security (PKR)  |
|---------|-------------------------------|----------|---|
| 1.      | Rack Mounted Computer Servers | 02       | Rs. 20,000 (within the limit of up to 5% of Estimated Cost) |
| 2       | MS SQL Server                 | 01       | Rs. 4,000 (within the limit of up to 5% of Estimated Cost)  |
| 3       | UPS 3KVA                      | 02       | Rs. 4,000 (within the limit of up to 5% of Estimated Cost)  |
| 4       | Dry Batteries                 | 06       | Rs. 4,000 (within the limit of up to 5% of Estimated Cost)  |

2. **Director of Agriculture (Economics & Marketing)**, 21 Davis Road, Lahore invites sealed bids from the firms/authorized dealers and distributors registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for supply of above mentioned items.
3. Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the Punjab Procurement Rules PPRA 2014 (amended Jan 2016), and is open to all eligible bidders as defined in the bidding document.
4. Interested eligible bidders may obtain bidding documents and further information from **Room No 47, 2<sup>nd</sup> Floor, office of Director of Agriculture (Economics & Marketing) Punjab, 21 Davis Road, Lahore**. Price of the bidding documents is **Rs. 500/-**
5. The Instructions to Bidders and the General Conditions of Contract are given in the Bidding Documents.
6. Sealed Bids must be delivered to the above office **on or before 11:00 am on 23-04-2018**. **Bidding Document (Technical Bid)** must be accompanied by a **Bid Security as mentioned above against each item** in the form of CDR, Pay Order, Demand Draft, or Banker's Cheque from a Scheduled Bank of Pakistan.
7. **Technical Bids will be opened in the presence of bidders' representatives, who choose to attend at 11:30 a.m. on 23-04-2018 in the Room No 47, 2<sup>nd</sup> Floor, office of Director of Agriculture (Economics & Marketing) Punjab, 21 Davis Road, Lahore.**
8. The bidders are requested to give their best and final prices (inclusive of all applicable Taxes).
9. Bids not complying with the specification (minor variations are acceptable subject to approval of procurement committee) shall be rejected being non-responsive. No alternate bids are allowed, Conditional/incomplete bids shall be considered as non-responsive.
10. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided with the bidding document.
11. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
12. The Authority can reduce the no. of items or reject the tender without conveying the reason to the bidder.
13. This advertisement is available on [www.agripunjab.gov.pk](http://www.agripunjab.gov.pk), [www.amis.pk](http://www.amis.pk) and <http://www.ppra.punjab.gov.pk>
14. **Bidding documents, obtained/purchased only from Office of Director of Agriculture (Economics & Marketing) Punjab, 21 Davis Road, Lahore will be considered for further process.**
15. For obtaining any further information or clarifications, please contact the person named below:

**Director of Agriculture (Economics & Marketing),**

Punjab, Lahore. 2<sup>nd</sup> Floor, Agriculture House, 21 Davis Road, Lahore.

Ph: (042)-99200754, Email: [da.marketing21@yahoo.com](mailto:da.marketing21@yahoo.com)

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## Part-I

### Section I. Instructions to Bidders

#### A. Introduction

- 1. Source of Funds** 1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.
- 2. Eligible Bidders** 2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.

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

2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.

2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).
- 3. Eligible Goods and Services** 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in

purpose or utility from its components.

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

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

## **B. The Bidding Documents**

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

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

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

**6. Clarification of Bidding Documents** 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all

prospective bidders that have received the bidding documents.

- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

- 11. Bid Prices**
- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.
- 11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price quotation** will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.
- 12. Bid Currencies**
- 12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- 13. Documents Establishing Bidder's Eligibility and Qualification**
- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the in Pakistan;
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and

able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a **certificate of origin** issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers



in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **15. Bid Security**

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

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

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

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

15.5 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only.

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

15.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

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

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

**or**

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

## **16. Period of Validity of Bids**

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

- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

**17. Format and  
Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**D. Submission of Bids**

**18. Sealing and  
Marking of Bids**

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the

Bid Data Sheet; and

- (b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

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

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

**19. Deadline for Submission of Bids**

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

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

**20. Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification and Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

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

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

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

## **E. Opening and Evaluation of Bids**

- 22. Opening of Bids by the Purchaser**
- 22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Purchaser will prepare minutes of the bid opening.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination**
- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the

unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

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

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

## 25. Qualification & Evaluation of Bids

25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

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

25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required

25.4 The Purchaser's **financialevaluation** of a bid will be on delivered

duty paid (DDP) price inclusive of prevailing taxes and duties.

**Alternate**

**25.5 Quality & Cost-based Selection:**

The following merit point system for weighing evaluation factors can be applied **if specified** in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

*[In the Bid Data Sheet, choose from the range of]*

|   |          |
|---|----------|
| Price of the goods                          | 60 to 90 |
| Quality, technology and metallurgy          | 0 to 20  |
| Performance and productivity                | 0 to 20  |
| Standardization                             | 0 to 20  |
| Projected life-cycle cost                   | 0 to 20  |
| Operating and maintenance costs             | 0 to 20  |
| Cost of spare parts and after-sales-service | 0 to 20  |
| Total                                       | 100      |

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

**26. Contacting the Purchaser**

26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

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

**F. Award of Contract**

**28. Award Criteria**

28.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**29. Purchaser's Right to Vary Quantities at Time of Award**

29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change

in unit price or other terms and conditions.

- 30. Purchaser's Right to Accept or Reject All Bids**
- 30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
- 33 Performance Security**
- 33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.
- 34. Corrupt or Fraudulent Practices**
- 34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of

this provision, the terms set forth below are defined as follows:

(i)“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii)“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

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



## Preparation and Submission of Bids

### Part-I Section II. Bid Data Sheet

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

| <b>Introduction</b> |   |
|---------------------|---|
| <b>ITB 1.1</b>      | Name of Procuring Agency: <b>Office of Director of Agriculture (Economics &amp; Marketing) Punjab, 21Davis Road, Lahore.</b>  |
| <b>ITB 1.1</b>      | Name of Contract: <b>Procurement of Hardware/IT Equipment.</b>  |
| <b>ITB 4.1</b>      | Name of Purchaser: <b>Director of Agriculture (Economics &amp; Marketing) Punjab, 21Davis Road, Lahore</b>  |
| <b>ITB 6.1</b>      | For clarification purposes, the <b>Employer's Address</b> is:<br><br><b>Office of Director of Agriculture (Economics &amp; Marketing) Punjab, 21Davis Road, Lahore</b><br><br>Requests for clarification shall be received by the Employer no Later than <b>20-April- 2018.</b> |
| <b>ITB 8.1</b>      | Language of the bid – <b>English</b>  |

| <b>Bid Price and Currency</b> |  |
|-------------------------------|--|
| <b>ITB 11.2</b>               | The price quoted shall be <b>Delivered Duty Paid</b> at the following locations in accordance with the Schedule of Requirements including the delivery and installation charges:<br><br><b>Office of Director of Agriculture (Economics &amp; Marketing) Punjab, 21Davis Road, Lahore.</b> |
| <b>ITB 11.5</b>               | The price shall be in <b>Pak Rupees</b> and shall be <b>fixed.</b>   |

|                     |  |
|---------------------|--|
| <b>ITB 13.3</b>     | <b>NTN and GST Registration Certificate</b>  |
| <b>ITB 13</b>       | <p><b>LEGAL Requirements (MANDATORY)</b></p> <ol style="list-style-type: none"> <li>Valid Income Tax Registration (Status Active with FBR)</li> <li>Valid General Sales Tax Registration (Status Active with FBR)</li> <li>Conformity with Specifications.</li> <li>Minimum <b>03 years</b> relevant experience of manufacturing / supplies.</li> <li>Undertaking on Judicial Paper that the information provided in these bidding documents is correct, that the bidder is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization, NGO, INGO, IGO, or any other autonomous or corporate body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution / complete history of litigation of bidder is required.</li> </ol> |
| <b>ITB 15.1</b>     | <b>Amount of Bid Security:</b> As per the Notice Inviting Tender (within the limit of up to 5% of Estimated Cost) in favor of <b>Director of Agriculture (Economics &amp; Marketing) Punjab, 21 Davis Road, Lahore.</b>  |
| <b>ITB 16.1</b>     | <p><b>Bid Validity Period: 45 days</b> after the date of opening of bid.</p> <p><b>Note:</b> Performance security @ 5% of the contract amount shall be provided by the successful bidders before signing the contract.</p>   |
| <b>ITB 17.1</b>     | The bids shall be submitted in the format of <b>Single Stage Two Envelop.</b>  |
| <b>ITB 17.2</b>     | the envelopes shall be marked as “ <b>Financial Proposal</b> ” and “ <b>Technical Proposal</b> ”;  |
| <b>ITB 17.3</b>     | in the first instance, the “ <b>Technical Proposal</b> ” shall be opened and the envelope marked as “ <b>Financial Proposal</b> ” shall be retained unopened in the custody of the procuring agency;   |
| <b>ITB 17.4</b>     | After the evaluation and approval of the technical proposals, the procuring agency shall open the “ <b>Financial proposals</b> ” of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance at the time of “ <b>Technical Proposal</b> ” opening;   |
| <b>ITB 18.2 (a)</b> | Address for Bid Submission: <b>Office of Director of Agriculture (Economics &amp; Marketing) Punjab, 21 Davis Road, Lahore.</b>  |
| <b>ITB 18.2 (b)</b> | <p><b>IFB Title &amp; Number:</b></p> <p>Title: <b>Procurement of Hardware/IT Equipments</b></p> <p>Number: <b>10780/AMIS/E&amp;M/2018 dated:5/4/2018</b></p>  |
| <b>ITB 19.1</b>     | Deadline for Bid Submission: <b>23- April – 2018, 11AM</b>   |
| <b>ITB 22.1</b>     | <p>Time, Date, and Place for Bid Opening:</p> <p>Time: <b>11:30A.M</b></p> <p>Date: <b>23<sup>rd</sup> April, 2018</b></p> <p>Place: <b>Office of Director of Agriculture (Economics &amp; Marketing) Punjab, 21 Davis Road, Lahore.</b></p>   |

|                       |   |
|-----------------------|---|
| <b>Bid Evaluation</b> |   |
| <b>ITB 25.3</b>       | Criteria for bid evaluation: <b>Lowest responsive Delivered Duty Paid</b> |

|                       |  |
|-----------------------|--|
|                       | <b>(DDP) bid from the eligible bidder.</b>               |
| <b>Contract Award</b> |  |
| <b>ITB 29.1</b>       | Percentage for quantity increase or decrease: <b>15%</b> |

**Part-I**  
**Section III. Schedule of Requirements**

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

**DELIVERY SCHEDULE**

| <b>Sr. No.</b> | <b>Item</b>                   | <b>Quantity</b> | <b>Tentative Date of Supply Order</b> | <b>Tentative Delivery Date</b> | <b>Delivery Location</b>  |
|----------------|-------------------------------|-----------------|---------------------------------------|--------------------------------|---|
| 1.             | Rack Mounted Computer Servers | 02              | May 10th, 2018.                       | 15 days after supply order.    | Office of Director of Agriculture (Economics & Marketing) Punjab, 21Davis Road, Lahore. |
| 2              | MS SQL Server                 | 01              |                                       |                                |   |
| 3              | UPS3KVA                       | 02              |                                       |                                |   |
| 4              | Batteries                     | 06              |                                       |                                |   |

**Note:**

- i. For verification of the Country of Origin as quoted, the bidder shall attach Certificate and other relevant documents from manufacturer/authorized supplier.
- ii. For conformance to specifications and performance parameters, the Procurement Committee shall inspect the said items and other relevant documents.
- iii. Miner variation from the given specification will be accepted subject to approval of the Procurement Committee.
- iv. Supply, installation, and commissioning should be completed within 15 days of the Supply Order.

**Part-I**  
**Section IV. Technical Specifications**  
**Hardware/IT Equipments**

| Item No. | Required Specifications   | Offered Specifications | Remarks<br>(for office use only) |
|----------|---|------------------------|----------------------------------|
| 1        | <b>Rack Mounted Computer Server</b>   |                        |                                  |
|          | <b>Processor:</b> Intel Xeon E5 -2600–v4 or higher Base Frequency 2.1 Ghz, (8 core, Thread 16) minimum cache 10 MB<br><b>Form Factor:</b> 1U /2U Rack<br><b>RAM:</b> 32 GB or higher<br><b>Hard Disk:</b> Hot Plug/Swap 4x1.2 TB SAS or higher<br><b>Raid Controller/ Storage:</b> Raid Controller/Storage with Raid Level Support: 0,1,5 or more<br><b>Power Supply:</b> Dual Power Supply<br><b>Network/ Ethernet Card:</b> 1GbEx4 or more<br><b>Display Screen:</b> LED 19” or higher<br><b>Operating System:</b> Latest Microsoft Windows Server Standard Edition (One time License) Compatible with Quoted Server including one Client Remote Desktop Access License(CAL)<br><b>Origin:</b> Imported<br><b>Warranty:</b> Free: 03 Year on site for Parts and Service or more |                        |                                  |
| 2        | <b>Microsoft SQL Server</b>   |                        |                                  |
|          | <b>SQL Server:</b> Microsoft SQL Server 2016 or latest<br><b>Edition:</b> Standard Edition<br><b>CALs(Client Access License):</b> 05 or more  |                        |                                  |
| 3        | <b>UPS 3 KVA</b>  |                        |                                  |
|          | <b>Input &amp; Output Power VA:</b> 3.0 KVA<br><b>Type:</b> Pure Sine Wave<br><b>Port:</b> USB / Smart slot<br><b>Topology:</b> Online Double Conversion modes/Line Interactive<br><b>Surge Protection:</b> Surge Protection<br><b>Battery type:</b> Dry Batteries<br><b>Better Recharge Time:</b> 4 - 6 Hours<br><b>Backup Time 70%:</b> 6 - 10 minutes<br><b>Origin:</b> Imported<br><b>Warranty:</b> Free: 01 year for Parts and Service   |                        |                                  |
| 4        | <b>BATTERIES</b>  |                        |                                  |
|          | <b>Type:</b> Dry Charge Lead Acid<br><b>Body Material:</b> Poly Propylene<br><b>Volts:</b> 12V DC<br><b>Capacity @ 20 Hour Rating With number of Plates:</b> 160~200 Amp. 27 Plates<br><b>Dimensions:</b> As per requirement of Procuring Agency<br><b>Origin:</b> Local/Imported<br><b>Literature:</b> Maintenance manual in English or Urdu<br><b>Warranty:</b> Minimum 6 Months  |                        |                                  |

**Part-I**  
**Section V. Bidding Forms**

**1. Bid Submission Form**

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

No: \_\_\_\_\_

To,  
Director of Agriculture (Economics & Marketing),  
2<sup>nd</sup> Floor, Agriculture House,  
21 Davis Road, Lahore.

Having examined the bidding documents, we, the undersigned, offer to supply, delivery and installation of "Hardware/IT Equipment" in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

**We agree to abide by this Bid during Bid validity period as mention in Bid Data Sheet from the date fixed for Bid opening** under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

**If our bid is accepted, we agree to provide you a Performance Guarantee amounting to 2% of the Contract Price in the shape of Pay Order, Demand Draft, Bankers' Cheque, Call-at-Deposit or CDR duly issued from a Scheduled Bank of Pakistan, having validity of 30 days after the expiration of Warranty Period.**

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

| <b>Name and Address of Agent</b> | <b>Amount and Currency</b> | <b>Purpose of Commission or Gratuity</b> |
|----------------------------------|----------------------------|--|
| _____                            | _____                      | N/A                                      |
| _____                            | _____                      | _____                                    |

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 2. Manufacturer's Authorization Form

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

To:

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

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

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

(Signature for and on behalf of Manufacturer)

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

### 3. Price Schedules

| Item No. | Description of item           | Country of Origin | Brand / Model | Quantity | Unit Price in PKR | Total Amount PKR |
|----------|-------------------------------|-------------------|---------------|----------|-------------------|------------------|
| 1        | Rack Mounted Computer Servers |                   |               | 2        |                   |                  |
| 2        | MS SQL Server                 |                   |               | 1        |                   |                  |
| 3        | UPS3KVA                       |                   |               | 2        |                   |                  |
| 4        | Batteries                     |                   |               | 6        |                   |                  |

**Note:** In case of discrepancy between unit price and total, the unit price shall prevail.



**Part-II**  
**Section I. Contract Forms**

**1. Contract Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between, **2<sup>nd</sup> Floor, office of Director of Agriculture (Economics & Marketing) Punjab, 21Davis Road, Lahore**(hereinafter called “the Purchaser”) of the one part and (Name of Supplier) of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., **Supply of Rack Mounted Computer Server, MS SQL Server, UPS 3 KVA, Batteries** and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (contract price in words and figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

**Performance Security Form**  
(Bank Guarantee from a Scheduled Bank of Pakistan)

To:

Director of Agriculture (Economics & Marketing),  
2<sup>nd</sup> Floor, Agriculture House,  
21 Davis Road, Lahore.

WHEREAS(name of Supplier)(hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. ....dated ..... to supply “Soil Health Cards” (hereinafter called “the Contract”).

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

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

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

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

Signature and seal of the Guarantors

\_\_\_\_\_

(name of bank or financial institution)

\_\_\_\_\_

(address)

\_\_\_\_\_

(date)

## Part-II

### Section II. General Conditions of Contract

#### 1. Definitions

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

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

#### 2. Application

2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

**3. Country of Origin**

3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

**4. Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information; Inspection and Audit by the Bank**

5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

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

**6. Patent Rights**

6.1 The Supplier shall indemnify the Purchaser against all

third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

**7. Performance Security**

- 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the

Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

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

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

## **9. Packing**

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

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

## **10. Delivery and Documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser's

country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

### **13. Incidental Services**

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

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

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

### **14. Spare Parts**

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

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:

- (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **16. Payment**

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



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

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

16.4 The currency of payment is Pak. Rupees.

**17. Prices**

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

**18. Change Orders**

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

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

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

**19. Contract Amendments**

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

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations

to perform under this Contract, except with the Purchaser's prior written consent.

**21. Subcontracts**

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

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

**22. Delays in the Supplier's Performance**

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

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

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

**23. Liquidated Damages**

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

**24. Termination for**

24.1 The Purchaser, without prejudice to any other remedy for

**Default**

breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

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

**25. Force Majeure**

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

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

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

**26. Termination for  
Insolvency**

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

**27. Termination for  
Convenience**

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

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

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of  
Disputes**

28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any

disagreement or dispute arising between them under or in connection with the Contract.

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

**29. Governing Language**

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

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

**31. Notices**

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

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

**32. Taxes and Duties**

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

## Part-II

### Section III. Special Conditions of Contract

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

#### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: **2<sup>nd</sup> Floor, office of Director of Agriculture (Economics & Marketing) Punjab, 21 Davis Road, Lahore.**

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

GCC 1.1 (i)—The Supplier is: [Detail]

GCC 1.1 (j)—The Project Site is: **2<sup>nd</sup> Floor, office of Director of Agriculture (Economics & Marketing) Punjab, 21 Davis Road, Lahore**

#### 2. Country of Origin (GCC Clause 3)

#### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 5% (Five per cent of the contract price) in the shape of Demand Draft, Pay Order, Bankers' Cheque, Call-at-Deposit duly issued from a scheduled bank of Pakistan.

#### 4. Inspections and Tests (GCC Clause 8)

GCC 8.6—

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

- i) For being Brand New, bearing relevant reference numbers of the equipment
- ii) For Physical Fitness having No Damages
- iii) For the Country of Origin as quoted by the Supplier (Certificate from manufacturer/authorized supplier)
- iv) For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee)

#### 5. Delivery and Documents (GCC Clause 10)

GCC 10.3— Upon delivery, the Supplier shall provide the Purchaser following documents:

- (i) Manufacturer's or Supplier's Valid Warranty Certificate;

## **6. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

## **7. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:

- A) At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods.
- B) At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of goods.
- C) The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

## **8. Warranty (GCC Clause 15)**

GCC 15.2—In accordance with the provisions, the warranty period shall be 2000 hours of operation or 12 months (parts and labor warranty) from date of Handing Over (Final Acceptance) of the Goods whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

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

**or**

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

**or**

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

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

## **9. Payment (GCC Clause 16)**

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

### **Payment for Goods supplied:**

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

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

## **12. Prices (GCC Clause 17)**

GCC 17.1—Prices shall be: Fixed.

## **13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: 0.1 % of contract price per day

Maximum deduction: 5 % of contract price

## **14. Resolution of Disputes (GCC Clause 28)**

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

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

## **15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English.

## **16. Applicable Law (GCC Clause 30)**

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

The Employment of Children (ECA) Act 1991

The Bonded Labour System (Abolition) Act of 1992

The Factories Act 1934

## **17. Notices (GCC Clause 31)**



**GCC 31.1—Purchaser’s address for notice purposes – 2<sup>nd</sup>Floor, office of Director of Agriculture (Economics & Marketing) Punjab, 21Davis Road, Lahore.**

—Supplier’s address for notice purposes: