

BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

RFP No: 01/EQUIPMENT/MNP/SWTL-RWP/2023-2024

National Competitive Bidding

Single Stage-Two Envelop

PURCHASE OF MACHINERY & EQUIPMENT

PROJECT:

“PROVISION OF MICRONUTRIENT ANALYSIS FACILITY IN DISTRICT SOIL AND WATER
TESTING LABS IN PUNJAB”

Issued To: _____

Issued By: _____

Name : _____

Designation : _____

Date : _____

Document Fee (PKR) : Rs: 1000.00/- only

Principal Scientist (Soil Fertility)
Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road
off Murree Road, Rawalpindi Phone: 92 51 4251 546
Email: agrichemist.rwp@gmail.com

JANUARY 2024

Table of Content

Grievance Redressal Committee	3
Invitation for Bids	4
Part-I	5
Section I. Instructions to Bidders	5
Part-I Section II. Bid Data Sheet	16
Part-I Items List and Bid Security	20
Part-I Section III. Schedule of Requirements	20
Part-I Section IV. Technical Specifications	21
Part-I Section V. Bidding Forms	
• Bid Submission Form	28
• Price Schedule	29
Part-II	
Part-II Section I. Contract Forms	30
Part-II Section II. General Conditions of Contract	31
Part-II Section III. Special Conditions of Contract	39
Annexures	
• Undertaking for Correctness of Information and Non-Blacklisting	42
• Certificates	43
• Power of Attorney (For signatory of Application)	44
• Manufacturer's Authorization Form	45
• Litigation History	46
• Location of offices	47

Grievance Redressal Committee

(Under Rule 67 of Punjab Procurement Rules-2014)

Sr. No	Name	Designation	Position	Phone	Mobile	Email	Address
1.	Dr. Ijaz Mehboob	Senior Scientist (SF)	Chairman	049-2724607	03154174033	d.osfkasur@yahoo.com	Soil & Water Testing Laboratory, Kasur
2.	Dr Abdul Ghaffar	Senior Scientist (Hq)	Member	0429233581	03074025723	director_sfri@yahoo.com	Soil Fertility Research Institute Thokar Niaz Beg Lahore
3.	Mrs. Fariha Amin	Scientific Officer (Lab)	Member	04299233587	03061602043	swtl_lhr@yahoo.com	Soil & Water Testing Laboratory, Lahore



Invitation for Bid

National Competitive Bidding

Ref: 01/EQUIPMENT/MNP/SWTL-RWP/2023-2024

Dated: 01st January, 2024

Principal Scientist (SF) has earmarked budget towards the cost of "PURCHASE OF MACHINERY & EQUIPMENT". It is intended that part of the proceeds of this budget will be applied to eligible payments for supply of following item:

Sr. #	Item	Quantity	Estimated Cost (Million PKR)	Bid Security (%)	Bid Security (Million PKR)
1	Atomic Absorption/Emission Spectrophotometer	12.00 (Qty)	198.00	5.00 %	9.90

1. Principal Scientist (SF) invites sealed bids from all prequalified suppliers (under project entitled: "Provision of Micronutrient Analysis Facility in District Soil and Water Testing Labs in Punjab"),
2. Bidding shall be conducted through Open Competitive Bidding Single Stage- Two Envelop procedure as specified in the Punjab Procurement Rules-2014 (as amended to date) and is open to all eligible bidders as defined in the bidding document. Financial offer of each item should be in separate envelop and then must be place in separate envelop named as Financial Bid.
3. Interested eligible bidders may obtain bidding documents IMMEDIATELY from Principal Scientist (Soil Fertility) Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road off Murree Road, Rawalpindi during office hours after payment of PKR 1000.00/- Also for submission of tender, the bid document purchase receipt from SWTL-Rawalpindi is mandatory.
4. This advertisement and bidding documents are also available on <https://www.ppra.punjab.gov.pk> and <http://www.agripunjab.gov.pk>
5. Sealed Bids must be delivered to the above office on or before Thursday, 18th January, 2024 02:00 PM. Proposals must be accompanied by a Bid Security as mentioned above in the form of Call at Deposit duly issued from a Scheduled Bank of Pakistan.
6. Bids will be opened on Thursday, , 18th January, 2024 02:30 PM in the presence of bidders or their authorized representatives at Principal Scientist (Soil Fertility) Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road off Murree Road, Rawalpindi
7. If bid closing/opening date falls on local/national holiday, the date of bid closing/opening shall be the next working day on the same time and venue.
8. The bidders are required to give their best and final prices (inclusive of all applicable Taxes) as no negotiations are expected.
9. Bids not complying with the requirements shall be rejected being non- responsive. Alternate proposals and / or conditional bids shall be considered non-responsive.
10. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificates must be provided with the Bid.
11. Bids which are incomplete, not sealed, not signed and / or not stamped, late or submitted by other than specified mode will be rejected.
12. The contract shall be awarded to the bidder as per criteria laid down in bidding document
13. For obtaining any further information or clarifications, please contact the person named below:

ABDUL WAHEED

Principal Scientist (Soil Fertility)

Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road
off Murree Road, Rawalpindi Phone: 92 51 4251 546

Email: agrichemist.rwp@gmail.com

Part-I

Section I. Instructions to Bidders

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 prequalified suppliers (under project entitled: "Provision of Micronutrient Analysis Facility in District Soil and Water Testing Labs in Punjab"), 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 Guarantee 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 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 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.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and 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 goods 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 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

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 guarantee, 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 guarantee 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. 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 may 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.

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 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.

25.2 The Purchaser's financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

Alternate

25.3 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 that its bid has been accepted.

31.2 Upon the successful Bidder's furnishing of the performance guarantee 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 Ten (10) days of the issuance of Contract Award Notification, the successful Bidder shall sign and date the contract and return it to the Purchaser.

33. Performance Guarantee

33.1 Within Ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract, in the performance guarantee 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:

(a)

(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.

Part-I

Section II. Bid Data Sheet

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

Introduction

ITB 1.1

Name of Procuring Agency: Principal Scientist (Soil Fertility), Soil & Water Testing Laboratory Rawalpindi, Soil & Water Testing Laboratory for Research, Data Ganj Road off Murree Road, Rawalpindi, Distt. Rawalpindi

Name of Project: "PROVISION OF MICRONUTRIENT ANALYSIS FACILITY IN DISTRICT SOIL AND WATER TESTING LABS IN PUNJAB"

Name of Contract: PURCHASE OF MACHINERY & EQUIPMENT

ITB 4.1

Name of Purchaser: Principal Scientist (Soil Fertility) Soil & Water Testing Laboratory Rawalpindi

ITB 6.1

For clarification purposes, the Employer's address is:

Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road *off* Murree Road, Rawalpindi Phone: 92 51 4251 546

Email: agrichemist.rwp@gmail.com

Requests for clarification shall be received by the Employer no Later than 04th January, 2024

ITB 8.1

Language of the bid: English

Bid Price and Currency

ITB 11.2

The price quoted shall be Delivered Duty Paid at the locations mentioned in the Schedule of Requirements.

ITB 11.4

The price shall be in Pak Rupees and shall be fixed.

Preparation and Submission of Bids

ITB 13.2

Eligibility Requirements of the Bidder:

1. Registration with Federal Board of Revenue (FBR) for Income Tax and General Sales Tax (GST) with active status on Active Taxpayer List (ATL) of FBR
2. Fulfilling all requirements of CLAUSE 2 ("Eligible Bidders") of Instructions to Bidders
3. An affidavit for Correctness of Information & Non-Blacklisting on prescribed format (See Annexures)
4. Power of Attorney (see Annexures for template) from the Bidding Firm / Company authorizing the relevant person to represent it (if applicable).
5. Undertaking on Judicial Paper that the firm fulfills eligibility requirements of ITB Clause 2, is not blacklisted and not involved in litigation with any of provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required.

Note: In case of exemption from any tax, valid Tax Exemption Certificate shall also be attached.

ITB 13.3

Qualification Requirements of Bidder: In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfill the following:-

1. The Bidder must be a Importers and must be Authorized Distributors for manufacturer for sales & service of the goods continuously for last one-year.
2. The bidder must have at least one local certified /authorized repair and maintenance set-up.
3. Description of bidder's own repair & maintenance set-up with the location and verifiable addresses of workshops, mobile workshops (if any) etc. are required.
4. Technical Brochures of Equipment quoted, mentioning its specifications, manufacture's model product number, and country of origin.
5. If an Agent submits bids on the behalf of more than one manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and a valid authorized dealership certificate from the respective Manufacturer, all such bids will be rejected as nonresponsive.
6. Compliance Statement: The supplier must submit a table indicating the compliance of the features of the model of the equipment being quoted with those given in the all listed specifications/terms and conditions in the bidding document. Compliance statement needs to be provided by vendors clearly specifying comply/ do not comply for all items with remarks. Additional Features and features in the quoted equipment which are better than those in the tender- may be clearly explained
7. Product Support for the Period of 05 years after expiry of warranty period ensured by vendor
8. Instruments purchased will be installed at sites specified by the procuring agency and free onsite installation, commissioning, site preparation and free end user training (Local) all technical Staff to the staff of procuring agency shall be provided.

9. Free international training to three number of persons as a master trainer of the supplied instrument as per nomination by the Chief Scientist, SFRI, Punjab Lahore (Project Director)
10. Customization of Lab room for proper placement or installation of each instrument as directed by procuring agency which includes:
 - a. Construction of cemented base with ceramic tiles (approx. at height of 3.5 feet from floor) for placement of each instrument and computer system (PC, Display, Printer) in their respected labs
 - b. Construction of 3 cabins with aluminum sliders below the base to accommodate instrument accessories and air pump
 - c. Complete Installment of exhaust system which includes exhaust pipe and exhaust fan
 - d. Installment of appropriate good quality electric wiring (with safety switches) for instrument and related components (PC, air compressor, generators, UPS etc.)
 - e. Separation of room with aluminum transparent wall or cabin and with one exhaust
 - f. Installation of air-conditioning system
11. Installation of cage or shed outside of lab to secure gas cylinders
12. Provision of PPE kit for each instrument and Two Fire extinguisher cylinders
13. Provision of additional accessories for each Flame –Atomic absorption (model having 6 or more lamps or xenon arc lamp) which includes;
 - a. One extra burner for air-acetylene and nitrous oxide- acetylene flame
 - b. Two extra complete nebulizer
 - c. One extra deuterium lamp
 - d. Plastic Falcon tubes (50ml capacity) 100pcs
14. Two extra acetylene cylinders(4kg or more capacity) with pressure regulators and gauges
15. One set of Complete solutions or chemicals for hydride generator system
16. Site for Generator installation will be selected by the Authority and its complete installation and commissioning including bed preparation (site preparation with ceiling, electrical boards, wires used for wiring should be at least 4 Core
17. Country of origin for instrument and generator will be from Europe region, USA region, GERMANY, AUSTRALIA, ITALY, FRANCE, CANADA and JAPAN.
18. Multi Element Lamps for Atomic Absorption spectrophotometer shall include combination of following elements: Lead, Cadmium, Nickel, Chromium, Cobalt, Calcium and Magnesium. 3pcs multi-element for each instrument
19. First inspection will be conducted by inspection committee in the office of procurement agency and then delivery and installation of instruments by firm will be done by at different labs of Punjab according to the list provided by procuring agency within seven days. Then second inspection will be conducted on site for the submission of bill.
20. Operational and Service manuals of all instruments must be provided by the bidders.
21. Compatible pure sine wave and online UPS for AAS and Spectrophotometer with 01 hour back up.
22. Voltage stabilizer will be provided by company for each instrument.
23. The bidder must provide details and location of local company offices and local work shop
24. The bidder must provide the address/location of manufacturing site of quoted instruments

25. The bidder must provide compliance statement for all requirement of ITB 13.1[b] (from serial No. 8-22) on company letter head
26. Company can provide bid for any type of Atomic Absorption and / or Emission Spectrophotometer. For each type, the technical and financial shall be provided separately. Separate bidding document shall be purchased for each bid.
27. The contract will be awarded to lowest evaluated bidder regardless of type of instrument.
28. If two or more bidders quote similar financial bids or prices for the same type of technical specifications, the technical committee nominated by Project Director shall decide the bidder to be selected for award of contract.
29. If the lowest bids are received of same price of all three types of Spectrophotometers, the order of preference will be Emission type First, Xenon type F-AAS second and HCL-FAAS third
30. The company must adhere to Specification of Desktop PC demanded by procuring agency for instrument, with full registered OS/window, drivers and Instrument Controlling software (with unlimited warranty for usage). If company provide NVMe solution instead of demanded SSD for PC, it will be acceptable for procuring agency. The PC display must be of LED and must be supported by GPU of at least 8GB RAM and 128bit of bandwidth.

ITB 14.3 (a)

The Bidder shall attach with the Bid Technical Brochures of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin (if applicable).

ITB 14.3 (b)

A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets (if applicable).

ITB 15.1

Amount of Bid Security:

Bids shall be on the prescribed format, sealed and accompanied by the Bid Security in the form of Call at Deposit in favor Principal Scientist (Soil Fertility) Soil & Water Testing Laboratory Rawalpindi having its validity till 30th June, 2024. The complete list of items and their bid security is defined ahead under the section Items List and Bid Security.

ITB 16.1

Bid Validity Period: Till 30th June, 2024

ITB 17.1

The bids shall be submitted in the format of Single Stage-Two Envelop.

The envelopes shall be marked as "Technical Proposal" and "Financial Proposal"

Technical Proposal: Original + 1 Copy (marked accordingly on the inner envelopes).

Financial Proposal: Original + 1 Copy (on prescribed forms, i.e. Bid Submission Form & Price Schedules)

NOTE: These Forms are provided with these Bidding Documents. All the envelopes shall be placed in a common outer envelope which shall contain following title "Bid for PURCHASE OF MACHINERY & EQUIPMENT"

NOTE: Financial proposal for each item must be placed in separate envelop within "Financial Proposal Envelop"

This envelope shall be addressed to Principal Scientist (Soil Fertility) Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road off Murree Road, Rawalpindi, with name & address of the bidder.

ITB 18.2 (a)

Address for Bid Submission:

Principal Scientist (Soil Fertility), Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road off Murree Road, Rawalpindi

ITB 18.2 (b)

IFB Title and Number:

PURCHASE OF MACHINERY & EQUIPMENT

Ref: 01/EQUIPMENT/MNP/SWTL-RWP/2023-2024

ITB 19.1

Deadline for Bid Submission: Thursday, 18th January, 2024 02:00 PM

ITB 22.1

Time, Date, and Place for Bid Opening:

Time: 02:30 AM

Date : Thursday, 18th January, 2024

Place: Principal Scientist (Soil Fertility)

Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road off Murree Road, Rawalpindi

Bid Evaluation

ITB 25.3

Criteria for bid evaluation: Substantively responsive bid (from qualified bidder) offering the lowest Delivered Duty Paid (DDP) price individually for Each Item.

Contract Award

ITB 29.1

Percentage for quantity increase or decrease:

Percentage for quantity increase: 50.00 % of total contract value
 Percentage for quantity decrease: 25.00 % of total contract value

Part-I

Items List and Bid Security

Sr. No.	Item	Quantity	Bid Security (PKR)
1	Atomic Absorption / Emission Spectrophotometer	12.00 (Qty)	5.00 % of Rs. 198 million PKR

Part-I

Section III. Schedule of Requirements

Sr. No.	Item	Quantity	Tentative Delivery Period from the Date of Notification of Award Contract	Delivery Location
1	Atomic Absorption / Emission Spectrophotometer	12.00(Qty)	90 Days	As per following List provided by procuring agency in different District Laboratories in Punjab. 1. Soil & Water Testing Laboratory, Bhakkar 2. Soil and Water Testing Laboratory, Jhang 3. Soil and Water Testing Laboratory, Khanewal 4. Soil and Water Testing Laboratory, Khushab 5. Soil and Water Testing Laboratory, Layyah 6. Soil and Water Testing Laboratory, M. B. Din 7. Soil and Water Testing Laboratory, Muzaffar Garh 8. Soil and Water Testing Laboratory, Okara 9. Soil and Water Testing Laboratory, Rahim Yar Khan 10. Soil and Water Testing Laboratory, Sahiwal 11. Soil and Water Testing Laboratory, T.T Singh 12. Soil and Water Testing Laboratory, Attock

Part-I
Section IV. Technical Specifications

TECHNICAL SPECIFICATIONS OF ATOMIC ABSORPTION SPECTROPHOTOMETER
(TYPE A)

Sr. No.	Parameter	Description
1.	Purpose	For the analysis of multi-elements (micro, macro and heavy metals)
2.	Type	Bench-top type
3.	Flame Type	Flame with Hydride generation accessory
4.	Burner Type	Air-Acetylene and Acetylene-Nitrous Oxide
5.	Burner Material	Titanium/compatible alloy burner construction
6.	Lamp turret	Fully automated 06 (six) or more lamps turret
7.	Wavelength and slit selection/setting	Automatic wavelength and slit setting
8.	Precision @ Flame	5ppm Cu \leq 0.7% RSD
9.	Sensitivity @ Flame	5ppm Cu \geq 0.8 Abs or 0.017mg/L (Cu)
10.	Nebulizer Material	Platinum-iridium capillary
11.	Monochromator wavelength range	185-900 nm or better
12.	Grating lines speed (lines /mm)	\geq 1200
13.	Background Correction	D2
14.	Lamp (HCL) support	Coded
15.	Lamp Type	Hollow Cathode Lamp (HCL)
16.	HCL Lamp control	Automatic
17.	Flame Ignition Safety	Provided
18.	Fuel enrichment/Gas flow control	Automatic
19.	Flame Safety	Provided
20.	Gas Supply Safety	Provided
21.	AAS Detector	Photomultiplier
22.	Communication port with AAS Software's compatibility	Available
23.	AAS software license and user	Licensed Lifetime with multiple user installation

Sr. No.	Parameter	Description
24.	AAS software features	Provided
25.	AAS calibration	Provided
Accessories		
26.	Air Compressor Type	Oil less as per standard for AAS from Manufacturer with noise < 65db
27.	Gas Cylinders	Nitrous Oxide gas cylinder with regulators (1pcs), Acetylene gas cylinder with regulators (2 sets) filled with gas, complete registered from Linde/Pakistan Oxygen
28.	Operational Training	Free of cost training during installation, handling, troubleshooting, for at least 3 days at installation site (at least 200 samples)
29.	Exhaust System	Provided
30.	Gas cylinder protection cage	Security cage for cylinder (Local made with capacity of 4 cylinders)
31.	UPS	10KVA, branded UPS, 60 minutes minimum backup, dry batteries
32.	Computer/Printer	Core i7 ($\geq 9^{\text{th}}$ generation, Cores ≥ 8), 8GB RAM (DDR: ≥ 3 , freq: $\geq 1333\text{hz}$) 512GB SSD, 1-TB HDD, branded with latest Windows compatible with AAS base software), with all accessories (Mouse, keyboard, power cables), display >20inches Res.(1080p) Laser jet Duplex Printer >20pages/min
33.	Lamps (HCL)	Single element, coded lamps each for (Zn, Cu, Fe, Mn, As, Se) Multi-element lamps containing micro/macro/heavy metals in any combination
34.	Calibration Solutions/Accessories	Manufacturer specific standard solutions/ cleaning strip and wires
35.	Literature	Operational and service or repair manual in English
36.	Power Supply	Standard AC compliance (~220)
37.	Origin	Imported
38.	Warranty	Free: 1 year for parts and services Extended: 5 years for parts supply on payment

TECHNICAL SPECIFICATIONS OF ATOMIC ABSORPTION SPECTROPHOTOMETER
(TYPE B)

Sr. No.	Parameter	Description
1.	Type	For the analysis of multi-micronutrients (micro, macro, and heavy metals)
2.	Spectrometer type	Fast-sequential echelle set-up (380 mm) in single-beam configuration, Quartz-coated reflecting optics
3.	Monochromator	High-resolution double Monochromator, with quartz prism
4.	Wavelength range	185-900nm
5.	Spectral resolution	0.002 nm at 200nm
6.	Grating	0.4pm wavelength reproducibility
7.	Detector	CCD Array detector (200 pixels) with high quantum efficiency and low signal-to-noise ratios
8.	Background Correction	Automatic/simultaneous baseline correction
9.	Lamps type	Xenon short-arc lamp
10.	Elements/lamp turret	Xenon lamp, continuum light source for fast interchange of elements/absorption lines without lamp exchange
11.	Lamp replaceability	Provided
12.	Nebulizer burner system	Burner: Coded Titanium burner Nebulizer: Adjustable nebulizer with internal Pt/Rh capillary and acid-resistant ceramics impact bead
13.	Burner type	Air-Acetylene and acetylene-nitrous oxide
14.	Sensitivity	Flame:0.015 mg/L 1% Abs (Cu 324) or better
15.	Spray Chamber/Atomizer	PPS inert spray chamber for aqueous and organic solutions/dual atomizer
16.	Flame ignition	Automatic ignition and shut down of flame
17.	Flame safety	Provided
18.	Gas Supply Safety	Gas management system provided
19.	Air compressor	50 Hz ultra-quiet air compressor to supply AAS with dust, water, and oil free air features Nearly vibration free Minimum service Simple operation Anti-corrosion treated
20.	Burner head	Universal burner head 50mm, for operation with acetylene/nitrous oxide flame and acetylene/air flame
21.	AAS software license and users	Licensed life-time with multiple user's installations
22.	AAS software features	Provided by the manufacturer

Sr. No.	Parameter	Description
Accessories		
23.	Gas cylinder	Nitrous oxide gas cylinder with regulator and guage (1pcs) Acetylene gas cylinder with regulators and guage (2 pcs) filled with gases, completely registered from Linde/ Pakistan oxygen
24.	Operational Training	Free of cost training during installation, handling, trouble shooting for at least 3 days at installation site (at least 200 samples)
25.	Installation	Complete installation, / calibration of machine and demonstration of the operation and key features. A complete system with all parts and accessories including cables, sensors, probes, gases or any other accessory required for measuring all above selected parameters
26.	Exhaust system	Provided
27.	Gas cylinder protection cage	Security cage for cylinder (local made for 4 cylinders capacity)
28.	UPS	10 KVA, Branded UPS, 60 mins minimum backup, dry batteries
29.	Lamps	One extra xenon lamp with an unlimited shelf life
30.	Computer/Printer	Core i7 ($\geq 9^{\text{th}}$ generation, cores ≥ 8), 8GB RAM (DDR ≥ 3 , FREQ ≥ 1333 hz), 512 GB SSD, 1-TB HDD, branded, with latest windows compatible with AAS base software), with all accessories (Mouse, Keyboard, power cables, display >20 inches Res. 1080p Laser jet Duplex Printer >20 pages/min
31.	Calibration Solutions/Accessories	Manufacturer specific standard solutions/cleaning strips and wires including wavelength calibration standards
32.	Literature	Operational and Service or Repair Manual
33.	Power Supply	Standard AC Compliance (~220)
34.	Origin	Germany, Australia, Japan, USA, UK, Italy, France or equivalent
35.	Warranty	Free: 1 year for parts and service Extended: 5 years for parts supply on payment

TECHNICAL SPECIFICATIONS OF ATOMIC EMISSION SPECTROPHOTOMETER

Sr. No	Parameter	Description
1.	Purpose	For the quantitative analysis of elements in soil, water, plant and fertilizer samples
2.	Type	Bench top, computer controlled microwave plasma atomic emission spectrophotometer
3.	Detector	Multi-element monitoring, solid state CCD detector with signal stability < 1% RSD and enabled background correction. The spectral lines and intensities of each element should have minimum interferences
4.	Wavelength Range	178 -780 nm
5.	Resolution	<0.050nm
6.	Monochromator	Czerny-Turner design monochromatic with 600mm focal length.
7.	Grating	Holographic diffraction grating with 2400 lines/mm is blazed at 250 nm for optimum UV performance
8.	Light/Emission Source	Microwave induced plasma which does not require continuous supply of Argon gas
9.	Pump, nebulizer and spray chamber	PC controlled peristaltic pump, standard/universal nebulizer equally suitable for variety of samples/matrices. Cyclonic spray chamber
10.	Calibration curve range	Zn (0.01- 4µg/g), Cu (0.01 - 10 µg/g), Fe (0.01 to 10 µg/g), Mn (0.01 - 4 µg/g) or more widely linear range.
11.	Argon gas	Argon gas cylinder which is required only for ignition and instrument automatically switched over to nitrogen.
12.	Gas control	Computer controlled gas flow regulator
13.	Plasma generator	Microwave plasma generator which utilizes atmospheric nitrogen as a source for plasma and sustain plasma at atmospheric pressure, computer controlled plasma ignition
14.	Plasma configuration	Both vertical and axial positioning
15.	Sample introduction	As per manufacturer's standard
16.	Nitrogen supply	Nitrogen generator with warm up time up to 30 minutes to produce > 99.5% purity Nitrogen for plasma operation. Nitrogen output capacity 25 L/minute at > 99.5% purity. Instrument also capable to be attached with cylinders or liquid nitrogen source. Filled nitrogen cylinder with minimum purity 99.95% suitable for Sulfur analysis
17.	Software	Life-time licensed key-protected software compatible with latest windows operating system and upgradable. Logical workflow and automated method development and sample sequencing. Software controlled plasma gas flow, plasma viewing position, ignition, safety, interlocks and utilities monitoring. Software compatible for adjustment of units (weight/volume), and dilution correction factors Real-time graphic display of signal spectra, results and calibration graphs Software equipped with fast linear interference correction (FLIC) technique for correction of inter-element spectral

Sr. No	Parameter	Description
		interferences A diagnostics dashboard gives real-time feedback on instrument status to ensure maximum instrument uptime Quality control standards can be easily included to verify and confirm results during analysis Easily transfer results to LIMS or other application in real time using the flexible data exporting options
18.	Safety interlocks	Pre-optics window fitted Torch loader Plasma enable switch Gas supply pressure for nitrogen, argon, and air Emergency shutdown button
19.	Operational Training	Free of cost training during installation, handling, trouble shooting for at least 3 days at installation site
20.	Exhaust System	As per manufacturer's standard
21.	Accessories	Standard accessories as per manufacturer
22.	Plasma Torch	Plasma torch – 1 No
23.	UPS	10 KVA, online UPS, 60 mins minimum backup, dry batteries
24.	Computer/printer	Core i7($\geq 9^{\text{th}}$ generation, cores ≥ 8), 8GB RAM, (DDR: ≥ 3 , freq ≥ 1333 hz), 512 GB SSD, 1TB HDD, branded with latest windows compatible with AAS base software) with all accessories (Mouse, keyboard, power cables) display >20 inches (1080p) Laser jet Duplex Printer >20 pages /min
25.	De-humidifier	One inverter dehumidifier 2 ton capacity to provide optimum room temperature and humidity for smooth running of instrument
26.	Wavelength calibration solution	Wavelength calibration solution 500 ml for each element with concentration 50 ppm
27.	Standard solution	Multi-element standards 01 set (100 $\mu\text{g/ml}$ P, K, B, S, Ca, Mg, Cu, Fe, Mn, Zn, etc) and single element standards for the same
28.	Literature	Operational and service or repair manual
29.	Power supply	Standard AC compliance (220V)
30.	Origin	Imported
31.	Warranty	Free: 1 year for parts and service Extended: 5 year for parts supply on payment

Part-I
Section V. Bidding Forms

Bid Submission Form

REF: 01/EQUIPMENT/MNP/SWTL-RWP/2023-2024

Date: -----

No: -----

To

Principal Scientist (Soil Fertility)
Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road
off Murree Road, Rawalpindi

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods under the contract PURCHASE OF MACHINERY & 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 for a period of validity till 30th June-2023 from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name and address of Agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.
Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____.

Price Schedules

Sr. No.	Item / Description	Quantity	Brand / Model	Country / Origin	Unit Price (PKR)	Sub Total
1	Atomic Absorption / Emission Spectrophotometer	12.00(Qty)				
Grand Total :						



Part-II

Section I. Contract Forms

Contract Form

THIS AGREEMENT made the __ day of _____ 20__ between Principal Scientist (Soil Fertility), Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road off Murree Road, Rawalpindi Chief (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., LAB EQUIPMENT 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.:
 - the Bid Form and the Price Schedule submitted by the Bidder; the Schedule of Requirements;
 - the Technical Specifications;
 - the General Conditions of Contract; the Special Conditions of Contract; and
 - the Purchaser's Notification of Award.

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

3. 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)

Part-II

Section II. General Conditions of Contract

1. Definitions

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

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

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.

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

4. Standards

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 Purchaser

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.

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.

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.

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

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 Guarantee

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

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

The performance guarantee 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.

The performance guarantee 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

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.

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.

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.

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

9. Packing

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.

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

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.

Documents to be submitted by the Supplier are specified in SCC

11. Insurance

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

The Supplier is required under the Contract 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

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.

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

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

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.

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.

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

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.

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

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

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.

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.

The currency of payment is Pak. Rupees.

17. Prices

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

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.

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

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

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

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.

Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

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.

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.

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

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

24. Termination for Default

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in 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.

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

Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance guarantee, 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.

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.

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

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

27. Termination for Convenience

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.

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

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.

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

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

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

31. Notices

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.

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

32. Taxes and Duties

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) Principal Scientist (Soil Fertility), Soil & Water Testing Laboratory for Research, Data Gunj Bakhsh Road off Murree Road, Rawalpindi

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: Identification of Dominant Soil Series in Punjab,

Capacity Building through Soil Surveys and their Mineralogical Components

2. Country of Origin (GCC Clause 3)

Refer to Price Schedule

3. Performance Guarantee (GCC Clause 7)

GCC 7.1 The amount of performance guarantee, as a percentage of the Contract Price, shall be 5% (of the contract price) in the shape of Call at Deposit from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

5.

GCC 8.1

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

1. For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)
2. For Physical Fitness having No Damages (Certificate from supplier)
3. For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)
4. For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)
5. For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

6. Delivery and Documents (GCC Clause 10)

GCC 10.3 Upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

1. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

2. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
 3. Copies of the packing list identifying contents of each package;
 2. Insurance Certificate;
 3. Manufacturer's or Supplier's Valid Warranty Certificate;
 4. Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;
 5. Certificate of Origin.
 6. The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock
7. Incidental Services (GCC Clause 13)
- GCC 13.1 Incidental services to be provided are:

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

7. Warranty (GCC Clause 15)

8. GCC 15.2--In accordance with the provisions, the warranty period shall be 1500 hours of operation or 12 months for imported parts and 1000 hours or

06 months for genuine parts, 2500 hours for operation or 18 months for imported parts of track system, whichever occur earlier. Additionally, the supplier shall allow 02 month grace period to the purchaser for fitting of goods / parts starting from the date of handing Over (Final Acceptance) of the Goods and the warranty period shall start from the expiry of the grace period. In case of Batteries and Filters, as per manufacturer standard warranty change of interval respectively. During the warranty period, the bidder contractor shall be responsible for free and immediate replacement, if the Parts/Stores found defective/sub-standard/not suitable for the machinery/type and model machinery & for the purpose/application as mentioned in the tender/contract or materially at variance from that as specified in the contract/tender. Further the tendered/Bidder/Contractor shall also provide immediate free replacement of whole of the goods or part thereof in case of major failure of supplied store and provide immediately free repair in case of minor failure upto to the requirement / satisfaction of the purchaser. The contractor shall fit the parts in the machine free of charges. The Agricultural Engineer concerned will provide the detail of machine at the time of fitting. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons, the Supplier shall, at its discretion, either:

1. 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
2. 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

3. 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:

1. in Pakistani Rupees (PKR),
2. upon submission of claim, &

10. Within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned in SCC 4. Prices (GCC Clause 17)

GCC 17.1 Prices shall be: Fixed.

11. Liquidated Damages (GCC Clause 23)

GCC 23.1 Applicable rate: 0.3 % of contract price per day Maximum deduction: 10.00 % of contract price

12. Resolution of Disputes (GCC Clause 28)

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

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

13. Governing Language (GCC Clause 29)

GCC 29.1 The Governing Language shall be: English.

14. Applicable Law (GCC Clause 30)

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

15. Notices (GCC Clause 31)

CC 31.1---Purchaser's address for notice purposes --- Soil & Water Testing Laboratory for Research, Thokar Niaz Baig, Multan Road, Lahore, Distt. Lahore

---Supplier's address for notice purposes:

Annexures

Annexure-I

Undertaking for Correctness of Information and Non-Blacklisting

(To be printed on PKR 100 Rs stamp paper)

I, the undersigned, do hereby certify that all the statements made in this application / bid and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency at any time, if deems it necessary.

That the undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Procuring Agency deemed necessary to verify this statement regarding my (our) competence and general reputation.

That the undersigned understands and agrees that further qualifying information may be requested and I agree to furnish any such information at the request of the Procuring Agency.

That the undersigned / Applicant is not insolvent and not blacklisted by any of Provincial or Federal Government Department, Agency, Organization, NGO, INGO, IGO, or any other autonomous or corporate body anywhere in Pakistan.

The undersigned certify that my firm / company is not involved in * litigation or arbitration and has not been declared ineligible / debarred by any of the Federal / Provincial Government or any other entity due to any reason whatsoever and is eligible to carry out the business in Pakistan for which this Bid / Application for Prequalification is being made.

Signed by an authorized representative

Name of the Bidder: _____

Date: _____

**In case of involvement of applicant / bidder in any litigation or arbitration, current status or the proof of dispute resolution along with the history of litigation / arbitration for last ten years on Litigation History Form (See Annexures) shall be provided with the bid.*

Certificates

(To be provided by the bidders on Letterhead along with tender duly filled in signed and stamped)

1. We hereby confirm to have read carefully the description of stores and all the terms and conditions of your tender enquiry No. 01/EQUIPMENT/MNP/SWTL-RWP/2023-2024 due for opening Thursday, 18th January, 2024 02:30 PM for the supply of specified stores in addition to the conditions as appended herewith and also all the special instructions attached to the said tender enquiry. We agree to abide by all those instructions/conditions.
2. We also hereby confirm that the stores offered by us are exactly to the particulars and specifications as laid down in your tender enquiry in all respects.
3. The stores offered by us are of (a) foreign origin or (b) local origin.
4. We accept that if the required Bid Security is not furnished or our offer is found lacking in any of the requirement of your tender enquiry, it shall be ignored.
5. We hereby confirm to understand that the delivery period is the essence of the contract and it will be strictly adhered to by us. In case of failure we agree that contract shall stand cancel and performance guarantee shall be forfeited and procuring agency reserves the right to purchase the store from elsewhere without any notice at the risk and cost of defaulting contractor.
6. Certified that the prices quoted to the department against tender No. 01/EQUIPMENT/MNP/SWTL-RWP/2023-2024 are not more than the prices, we charged from any other purchasing agencies in the country. In case of any discrepancy, the bidder hereby undertakes to refund the price charged in excess.
7. We are responsible for the free replacement of stores if the same is found to be substandard or not suitable for the Machine/Engine/Equipment or at variance with the specifications given in the tender enquiry.
8. We guarantee to supply stores exactly in accordance with the requirements specified in the invitation to Tender No. 01/EQUIPMENT/MNP/SWTL-RWP/2023-2024
9. We hereby accept and agreed to provide all requirements as mentioned in ITB 13.1 [b]

Name of bidder _____
 Signature of bidder _____
 Designation of bidder _____
 Seal _____

Witness:

- a. Name _____ Signature _____
- b. Full Address _____
- c. Date _____

Power of Attorney (For signatory of Application)

[To be printed on a PKR 100 stamp paper]

KNOW ALL MEN BY THESE PRESENTS THAT by this Power of Attorney (“Power of Attorney”), _____ [*Insert name firm/Company*] having its registered office at [-----], does hereby nominate, appoint and authorize Mr. _____, having CNIC No. _____ hereinafter referred to as the “Signatory of Application”, to do in our name and on our behalf the following:

- i. Sign and submit to _____ or its authorized nominee, the Prequalification Application / Bid for “PURCHASE OF MACHINERY & EQUIPMENT”, in response to the advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the Prequalification Application / Bidding Documents.
- ii. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by the Procuring Agency in connection with the Prequalification / bidding process as a whole;
- iv. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
- v. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Prequalification / Bid in response to the above referred Advertisement including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We, [*Insert name of Firm/Company*], do hereby ratify and confirm whatsoever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Power of Attorney shall be binding on us.

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, we have executed this POWER OF ATTORNEY as of [Date].

FOR: [INSERT NAME OF BIDDER]

Signature: _____

Name: _____ Title: _____

CNIC/Passport No. : _____

Manufacturer's Authorization Form

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

To: Principal Scientist (Soil Fertility), Soil & Water Testing Laboratory for Research, Data Gunj
Bakhsh Road off Murree Road, Rawalpindi

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: 01/EQUIPMENT/MNP/SWTL-RWP/2023-
2024 for the above goods manufactured by us.

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

[signature for and on behalf of Manufacturer]

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

Location of local offices, workshop and manufacturing site

(to be printed on company letter head)

Applicant should provide information regarding:

- 1. Name, Location and address of local office/s,*
- 2. Name, Location and address of local Workshop*
- 3. Name, Location and address office/s of the manufacturer firm or company*
- 4. Name, Location and address manufacturing sites of the manufacturer firm or company*

