

Reference Number TSE-232409352451

Dated 06 September, 2023



BPPRA

Gwadar Development Authority.
BIDDING DOCUMENT FOR
SUPPLY OF UNIFORM (T-SHIRT AND CAPS)
(FINANCIAL PROPOSAL)
TSE-232409352451

NAME OF BIDDER: _____

(To be filled-in by the Bidder)

Note: In All Procurements of GOB Whether Through Electronic or Manual Bid Submission, It is Mandatory For All Bidders to Get Registered At Electronic Public Procurement System of BPPRA GOB.

Invitation Letter

Sealed Tenders are invited under the Balochistan Public Procurement Rules (BPPR) - 2014 by the

Gwadar Development Authority

from "Eligible Bidders" dealing in Sales and after - sale services(as applicable) of

Sports Items

as per details contained here - under:...

Headers	Particulars
Designation of Procurement Officer	Director General
Postal Address of the Procuring Agency	Ms
Phone Number & Fax Number	8649201010
E-Mail Address & Website (If Available)	info@gda.gov.pk
Method of Procurement	Open Competitive Bidding
Bidding Procedure	Single Stage One Envelope Bidding Procedure
Evaluation Mechanism	R1 - Eligibility check with Financial Evaluation.
Evaluation Type	Package Wise
Issuance of Bidding Documents	From office of the Procurement officer during working hours up-to one working day prior to the opening of bids and from BPPRA Website www.bppra.gov.pk TSE-232409352451 Note: Downloaded Bidding document DOES NOT REQUIRE signature and stamp of the procurement officer and can freely be downloaded and used from BPPRA Website
Deadline for Submission of Bids	Date 21 September, 2023 & Time 11:30 AM through courier or may be dropped in the Tender Box at the office of the Procuring Agency
Bidding Document Fee	Amount:1,000 PKR. Manner of Payment: Green Challan, Beneficiary: Gwadar Development Authority Submission of Bidding Document fee is not a requirement for issuance of the Bidding Document. It will be checked during the eligibility evaluation Account Title: GDA Accumulated Collection Of Fund Account Number : 3002-0081-0083-66012
Bid Security	Amount: 2% of the Bid Value (%age of Offered Cost) Manner of Payment: Deposit at Call, Beneficiary: Gwadar Development Authority
Performance Security	Not Required
Allow Financial Bids In Foreign Currencies	No
Scope of bidding	National
Bid Validity Period (Days)	30
JV-Consortium Allowed	No

Eligibility Criteria for Bidders:

S No.	Eligibility Factors	Requirement	Document Required
1	Experience	2 Assignments of Similar Nature and Complexity 400,000 in Previous3	Copy's of Supply Order's with relevant completion certificate's or Inspection Report's or delivery challan (items must cross-verify with supply order)
2	Financial Capacity	Turn over of at least 500,000 PKR in 3 Subsequent Previous Years	Supporting Bank Certificate of Company's Bank Account
3	Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate and proof of Presence in ATL
4	Sales Tax Registration	Sales Tax Certificate	GST Registration Certificate or NTN Certificate with highlighted GST Number
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan	Duly signed & stamped declaration of non blacklisting on company's Letter head by the bidder verifiable from all PPPRAs web portals
6	Joint Venture	JV is not permissible	EPPS generated confirmation for applying as sole-bidder
7	Bid Security	Submission of the required Bid Security In case Bid Security is not found as required during financial evaluation the bidding firm shall be declared as in-eligible and non-responsive	In case the Bid Security is a fixed amount or is required as percentage of the estimated budget, (non-confidential), please attach clear scan of the Bid Security In case the Bid Security is required as percentage of the offered cost (confidential), please attach declaration of submission of the Bid Security on bidders Letter head
8	Bidding document Fee	Submission of the required Bidding document Fee	Receipt of payment of Bidding document Fee
9	BRA Registration	Submission of BRA Registration	Valid BRA Registration Certificate

NOTE: It is mandatory for the bidders to meet all the above mentioned requirements of eligibility. In case of not meeting any single requirement, the Bid shall be declared IN-ELIGIBLE / NON-RESPONSIVE

Scope Of Work

Red Caps Slandered size with GDA Printed Monogram

Polo Shirts Red (Small, Large, Ex-Large, Ladies) with GDA Printed Monogram

DATA-SHEET OF THE ASSIGNMENT/ SCHEDULE OF REQUIREMENTS

Sr.No	Item Name	Quantity	Specification	
1	49221541-Sports Cap	600	CAPS:	RED CAPS WITH GDA MONOGRAM PRINTED
2	49221542-Sports Shirts	200	POLO SHIRTS RED:	POLO RED SHIRTS (Small, Large, Ex-Large, Ladies) WITH GDA MONOGRAM PRINTED

* Samples of each item must be provided by the Bidder (where applicable)

* Brand names & model numbers (if any) referred-to in this tender document are only for reference purpose in the light of BPP Rules - 2014 # 13(1), however ALL offers in conformity with the generic specification shall be evaluated as equal.

Method of Procurement Used:

Procedure of bidding shall be "Single stage - One envelope bidding procedure" as per Rule # 41 (2) of the Balochistan Public Procurement Rules 2014.

Bid Form 2

DECLARATION BY THE BIDDER

I solemnly undertake that:

a. Having read, understood & made myself aware of all the Terms & conditions in the bidding Document & the Rules, Regulations & Policies of the Government of Balochistan, governing the procurement & financial matters, AGREE, ACCEPT & UNDERTAKE TO ABIDE BY THE SAME.

b. The information provided in the forms is correct to the best of my knowledge & in the event change;

details will be provided as soon as possible.

Name & Designation _____

Signature _____

Date _____

Company Stamp _____

Bid Form 3 (A)

Technical Bid (Bidder's Eligibility)

To be quoted by the bidder on bidder's letter head as part of technical bid

Eligibility Factor	Factor Description	Required Documents	Particulars		
Similar Assignment	2 Assignments of Similar Nature and Complexity 400,000 in Previous 3	Supply Orders	Assignment No.	Amount	Name of Purchaser
			_____	_____	_____
			_____	_____	_____
Turn Over	Turn over of at least 500,000 PKR in 3 Subsequent Previous Years	Supporting Bank Certificate of Company's Bank Account	Issuer Name	Document Name	Amount
Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate (Verifiable as Active Tax Payer at FBR Web Portal)	NTN Certificate		_____
Sales Tax	Sales Tax Certificate	GST Registration Certificate	GST Registration Certificate		_____

Eligibility Factor	Factor Description	Required Documents	Particulars
Blacklisting	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan	Declaration of non blacklisting on company letter head by the bidder	
Joint Venture	JV is not permissible	EPPS generated confirmation for applying as sole-bidder	
Bid Security	Submission of the required Bid Security In case Bid Security is not found as required during financial evaluation the bidding firm shall be declared as ineligible and non-responsive	In case the Bid Security is a fixed amount or is required as percentage of the estimated budget, (non-confidential), please attach clear scan of the Bid Security In case the Bid Security is required as percentage of the offered cost (confidential), please attach declaration of submission of the Bid Security on bidders Letter head	
Bidding document Fee	Submission of the required Bidding document Fee	Receipt of payment of Bidding document Fee	
BRA Registration	Submission of BRA Registration	Valid BRA Registration Certificate	

Bid Form 3 (B)

Technical Bid (Product Details) To be quoted by the bidder on bidder's letter head as part of technical bid.

Item Name	Required Specification	Quoted Specifications (All fields are mandatory to be quoted by the bidder.)
49221541-Sports Cap	CAPS : RED CAPS WITH GDA MONOGRAM PRINTED	
49221542-Sports Shirts	POLO SHIRTS RED : POLO RED SHIRTS (Small, Large, Ex-Large, Ladies) WITH GDA MONOGRAM PRINTED	

Bid Form 5

Manufacturer's Authorization

WHEREAS _____ who are established and reputable Manufacturers of [name and/or description of the goods] having factories at _____ do hereby authorize _____ to submit a bid, and subsequently negotiate and sign the Contract with you against the Notice Inviting Tender (NIT) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

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

Signature: _____

Designation: _____

Official Stamp: _____

Bid Form 6

Performance Guarantee

Whereas _____ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the _____ day of _____, 202____

Signature and Seal of the Guarantors/ Bank

Address: _____

Date: _____

Instructions for Bidders:

FINANCIAL EVALUATION OF BIDS

Item Name / Model & Description	Quantity	Responsive Bidder 1	Responsive Bidder 2	Responsive Bidder 3
49221541-Sports Cap	600			
49221542-Sports Shirts	200			

(e) Bid Security & Performance Security:

1. The Bids must be accompanied with Bid Security in the form of Bank Guarantee or Deposit at Call from a scheduled bank @ 2% please specify) of the total bid value favoring the Gwadar Development Authority
2. Performance Security Not Required

(f) Submission of Bids:

Sealed Tenders (Single Envelope containing bids) must reach the office of the Procurement Officer in accordance with the Letter of Invitation for Bids, through courier or may be dropped in the Tender Box at the office of the Procurement Officer

(g) Opening of bids:

The proposals will be opened on the same day/ last day declared for submission for bids on
21 September, 2023

at Time 12:00 PM sharp in the Office of Gwadar Development Authority in presence of the bidders who want to be present in the Bid opening session.

Evaluation Criteria:

Selection of the successful bidder shall be based on the

Least-Cost Selection Method

which means ,

“Lowest Financial bid, received from Eligible Bidders”

(as specified under the heading of the “Letter of invitation for Bids - Eligibility Criteria for Bidders”) Procedure for which is as follows:

The procedure shall be applied on knock-down basis as follows:

1. Bidders Eligibility Assessment.

Initial evaluation of the Technical proposals shall be carried-out by the

Procurement Committee

, subsequent upon fulfilment of requirements of the eligibility criteria laid down under the heading of “Letter of Invitation for Bids - Eligibility Criteria for Bidders” and Bidders shall be categorized as:

1. Eligible Bidders
2. Ineligible Bidders

2. Rejection of Proposals from Ineligible Bidders.

Proposals from Ineligible Bidders shall be declared “Non-Responsive”, consequently shall NOT be accepted for any further evaluation and their Bid security shall be released upon their written request.

3. Evaluation.

The Bids received from Eligible Bidders shall then be evaluated by the “the Procurement Committee.” The Proposal shall be evaluated on specifications / requirements (as stated in the Data-Sheet) compared with specifications mentioned in the bid. The Financial Bids of the Eligible Bidders conforming to the required specifications will be announced publicly.

4. Return of Proposals of Ineligible Bidders & preparation of Evaluation Report.

The Proposals not fulfilling the specification as per the Data Sheet shall be declared as “Non-Responsive”, consequently shall NOT be accepted for any further evaluation:

1. Their financial proposals shall not be considered.
2. Their Bid security shall be released upon their written request.
3. If the work can be split among multiple vendors and evaluation is being done on item-wise basis, then a Firm shall only be Non-Responsive for specific items in which it does not meet the minimum qualification. And may be recommended for items in which it is responsive.
4. Evaluation Report shall be prepared duly signed by all the members of the Procurement Committee, giving REASONS for;
 1. Acceptance of the Eligible Bids and;
 2. Rejection of the Ineligible Bids

5. Financial Evaluation.

Financial Proposal of the Eligible Bidders shall be publicly announced in the

same/next

meeting by the Procuring Agency. Financial Evaluation Report /Comparative Statement of the “Proposals” shall be prepared by the

Procurement Committee

as per the format given hereunder. Subsequently, the prepared Financial Evaluation Report shall duly be signed by all the members of the Procurement Committee.

6. Recommendation of Procurement Committee & Uploading of Evaluation Report.

After the Evaluation of the Bids, this Report shall be called as the “Evaluation Report”. This Evaluation Report must clearly state, justification for acceptance of lowest evaluated Bid, and reasons for non-acceptance of all other Bids. Consequently, lowest financial Bidder among the “Eligible Bidders” shall be recommended for the Award of Contract by the

Procurement Committee.

The Procuring Agency shall upload this Bid Evaluation Report at the website of Balochistan Public Procurement Regulatory Authority, at least ten days prior to the award of Contract.

Copy of the same shall also be provided to bidders upon their written request.

7. Award of Contract.

Contract for Supply of the Item/s to the recommended Bidder/s shall be placed with the lowest evaluated bidder/s

(“Lowest Financial Bid, received from Eligible Bidder/s, for each item /package”)

after three days of uploading of the Evaluation Report at B-PPRA Website.

i. Tender Price Assessment Mechanism

1. Initially, Eligibility of Bidders as required under the heading “Letter of invitation for Bids” shall be assessed by the “Procurement Committee” during the evaluation in the following manner:

FORMAT FOR ASSESSMENT OF BIDDERS ELIGIBILITY

Bidder's Eligibility Factor	Requirement	Bidder 1 Yes/No	Bidder 2 Yes/No	Bidder 3 Yes/No
Experience	2 Assignments of Similar Nature and Complexity 400,000 in Previous3			
Financial Capacity	Turn over of at least 500,000 PKR in 3 Subsequent Previous Years			
Status As Active Tax Payer	Presence in Active Tax Payer List			
Sales Tax Registration	Sales Tax Certificate			
Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan			
Joint Venture	JV is not permissible			
Bid Security	Submission of the required Bid Security In case Bid Security is not found as required during financial evaluation the bidding firm shall be declared as in-eligible and non-responsive			
Bidding document Fee	Submission of the required Bidding document Fee			
BRA Registration	Submission of BRA Registration			

2. Firm must score “YES” in all requirements of the eligibility criteria to be categorized as Eligible. “NO” to any requirement of the eligibility criteria, by any bidder shall render the Firm as Ineligible.

3. The Financial Bids of the Eligible Bidders shall be evaluated on the format prescribed hereunder:

FINANCIAL EVALUATION OF BIDS

Item Name / Model & Description	Quantity	Eligible Bidder 1	Eligible Bidder 2	Eligible Bidder 3
49221541-Sports Cap	600			
49221542-Sports Shirts	200			

4. Bid/s found to be financially lowest among the Responsive Bids shall be recommended for the award of contract.

Terms and Conditions:

General Conditions to the Contract

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Authority" means Balochistan Public Procurement Regulatory Authority.
- (b) The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC hereunder.
- (c) The "Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (d) The "Commencement Date" is the date when the Supplier shall commence" is the date when the Supplis the date when the Supplier shalle dathen the Supplier shalle date when the Supplier shall commence execution of the contract as specified in the BPP Rules.
- (e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
- (f) "Country of Origin" means the country of manufacture, production, or growth of any article of foreign origin entering the Islamic Republic of Pakistan.
- (g) The "Contract Price" is the price stated in the Letter of Acceptance.
- (h) "Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.
- (i) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
- (j) "Day" means calendar day.
- (k) "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
- (l) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- (m) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party Invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (n) "Final date of delivery / Completion" is the date of deadline on which it is intended that the Supplier must affect delivery as specified in the SCC, failing which, the liquidated damages shall apply.
- (o) "GCC" means the General Conditions of Contract contained in this section.
- (p) "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 produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- (q) "Procurement Name" means the name of the procurement stated in SCC.
- (r) "Procuring Agency" means the office of the person named as Procuring Agency in the bidding document and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.
- (s) "Related Services" means those services ancillary to the delivery of the Goods, such as but not limited to transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
- (t) "SCC" means the Special Conditions of Contract.

(u) "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the Contract.

(v) "Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

(w) The Supplier's Bid is the complete quote submitted by the Supplier to the Procuring Agency in response to the subject Bid solicitation document.

2. Governing Language

2.1. The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in English or Urdu language.

3. Applicable Law

3.1. The contract shall be governed and interpreted in accordance with the laws of Balochistan Public Procurement, other related laws of Balochistan and Pakistan as applicable, unless otherwise specified in SCC.

4. Notices

4.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.

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

5. Country of origin

5.1. The origin of Goods may be distinct from the nationality of the Supplier or Manufacturer, unless specified otherwise in the SCC.

6. Blacklisting and debarment

6.1. Blacklisted Firms and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

6.2. Requirements & Procedure for Blacklisting & Debarment shall be governed by the Guidelines Ref. NO. BPPRA/Pr-Sp(G&S)/19/2016/01/38151 for Blacklisting issued by the Authority, as amended from time to time.

7. Standards

7.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

8. Patents and copyrights

8.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.

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

9. Use of Contract documents and information

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

9.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information except for purposes of performing the Contract.

9.3. Any document, other than the Contract itself, enumerated in shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

10. Applicability

10.1. These General Conditions shall apply to the extent that they are not superseded by provisions of SCC.

10.2. In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

10.3. The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Contract / Contract Agreement,
- (b) Special Conditions of Contract,
- (c) General Conditions of Contract,
- (d) Letter of Acceptance,
- (e) Specifications,
- (f) Contractor's Bid,
- (g) Bidding Document and
- (h) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

11. Bid Security

11.1. The Bidder shall furnish, as part of his bid, a bid security in the amount and manner specified in the SCC

11.2. The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to the BPP Legal Framework.

11.3. Any bid not secured in accordance with the stipulated manner will be rejected by the Procuring agency as nonresponsive.

11.4. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days from the declaration of bid as non-responsive.

11.5. The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to furnishing the performance security, if applicable.

11.6. The bid security shall be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified in the bidding document; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (a) to sign the contract in accordance; or
 - (b) to furnish performance security if applicable
 - (c) to correct the arithmetic errors of the quoted amount

12. Performance Security

12.1. The Performance Security (or Guarantee) shall be provided, if applicable, to the Procuring Agency not later than the date and manner specified by the Procuring Agency in the SCC.

12.2. The Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations as stipulated under the Contract.

12.3. The performance security (or guarantee) shall be discharged by the Procuring not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

13. Contract commencement

13.1. After the issuance of the letter of acceptance of bid, the signing of the contract shall take place in an expeditious manner within the original or extended bid validity period.

13.2. The contract shall come into force on the date when the PA and the successful bidder signs the procurement contract

13.3. If the commencement of the contract is subjected to fulfillment of condition(s), the contract shall commence from the date on which the condition is fulfilled

14. Assignment and sub-contracting

14.1. Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party and existence of such provision in the SCC.

14.2. The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

14.3. Subcontracts must comply with all the provision of GCC & SCC.

15. Contract amendments

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

16. Delivery and documents

16.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and the **SCC**

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

17. Change orders

17.1. The Procuring Agency may at any time, by a written order given to the Supplier, make changes while staying within the general scope of the Contract in accordance with the data-sheet in any one or more of the following:

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

17.2. If any such change causes an increase or decrease in the cost or time required for the Supplier's performance under the Contract, the said change/s details shall be communicated to the procuring agency within five working days (05) from the date of receiving of the change request. The procuring agency consequent upon approval from its competent authority shall make an equitable adjustment in the Contract for 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 Procuring Agency change order.

17.3. Prices to be charged by the supplier for any related services that might be needed must be quoted by the bidder and be included in the Contract and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

18. Packaging

18.1. The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit and arrival at their final destination. 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.

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

19. Inspection

19.1. The Procuring Agency or its representative shall inspect and /or test the Goods or services to verify their conformity to the Contract specifications at no extra cost to the Procuring Agency.

19.2. The Inspection shall be conducted in accordance with the guidelines as notified by the BPPRA from time to time. SCC and /or the Technical specifications shall further specify what inspections and /or tests, the Procuring Agency shall perform to ascertain the acceptability of delivery and shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for this purpose.

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

19.4. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency shall reject the Goods, and the Supplier shall replace the rejected Goods, within the stipulated time to meet specification requirements free of cost to the Procuring Agency.

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

20. Insurance

20.1. The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

21. Transportation

21.1. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined in the SCC as, the delivery location, transport to such place, including storage, as specified in the Contract, shall be arranged by the Supplier (unless specified otherwise in the SCC), and related costs shall be included in the Contract Price.

22. Related / Incidental services

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

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

22.2. Additional Price, if charged by the Supplier for incidental services shall be included in the financial bid for the Goods and shall not exceed:

- (a) the prevailing rates charged for other parties by the Supplier for similar services; and
- (b) original price of goods.

23. Spare parts

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

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

24. Warranty and defect liability period

24.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the quoted models. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, 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 Pakistan.

24.2. This warranty shall remain valid for a period specified in the SCC 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 a period specified in the SCC.

24.3. The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

24.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

24.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency 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 Procuring Agency may have against the Supplier under the Contract.

25. Limitation of defect liability period

25.1. Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC,

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

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

26. Prices

26.1. The contract price shall be as specified in the Contract

26.2. Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

26.3. 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,

27. Taxation and duties

27.1. A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.

27.2. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

27.3. A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

28. Payment

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

28.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents and upon fulfillment of other obligations stipulated in the Contract.

28.3. Upon successful completion of the assignment, the Payments shall be made promptly by the Procuring Agency, within forty-five (45) days from the date of submission of an invoice or claim by the Supplier.

28.4. The currency or currencies in which payment is to be made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the offer has been solicited in the Bidding document.

29. Delays in suppliers' performance

29.1. Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Procuring Agency in the delivery schedule and requirements as laid down in the SCC.

29.2. If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication 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 Procuring Agency 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.

29.3. Except as provided under GCC, 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, unless an extension of time is agreed upon pursuant to GCC without the application of liquidated damages.

30. Liquidated damages

30.1. 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 Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price or may ask the bidder to deposit the liquidated damages 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 performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC.

31. Resolution of disputes

31.1. In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to the other party to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.

31.2. After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to both the Parties.

32. Procedure of dispute resolution

32.1. The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.

32.2. The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

33. Replacement of arbitrator

33.1. Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties

34. Termination for default

34.1. The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

34.2. Fundamental breaches of Contract shall include, but shall not be limited to the following:

- (a) 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 Procuring Agency pursuant to GCC; or
- (b) the Supplier fails to perform any other obligation(s) under the Contract;
- (c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
- (d) the supplier has abandoned or repudiated the contract.
- (e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (f) a payment is not paid by the Procuring Agency to the Supplier after 120 days from the due date for payment.

(g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and

(h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt and Fraudulent Practice” means the practices as described in Rule-2 (1) (n) of the Balochistan Public Procurement Rules - 2014.

34.3. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC, the Procuring Agency 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 Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35. Termination for Force Majeure

35.1. Notwithstanding the provisions of GCC, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent

35.2. If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the causes thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, 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.

36. Termination for insolvency

36.1. The Procuring Agency 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 Procuring Agency.

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 Procuring Agency.

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ii. Tax Liability

1. Complete Tax liability is to be borne by the Vendor.
2. Quoted prices shall be inclusive of all applicable Taxes, be filled item-wise as per the afore-mentioned format at Para-2 and may not be applied to the sub-total of the package.
3. In-case of any Tax exemptions, exemption certificate from the concerned Tax Office / Regional Tax Office pertaining particularly to this case may be provided; otherwise taxes shall be deducted as per Government Policy / Rules.

SPECIAL CONDITIONS

S.No	Special Condition	Sub Condition
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CURRENCY & BID VALIDITY

Bid Validity Period (Days): 30

BIDDER'S INFORMATION: (To be filled-in by the Bidder)

DECLARATION BY THE BIDDER

I solemnly undertake that:

a. Having read, understood & made myself aware of all the Terms & conditions in the bidding Document & the Rules, Regulations & Policies of the Government of Balochistan, governing the procurement & financial matters, AGREE, ACCEPT & UNDERTAKE TO ABIDE BY THE SAME.

b. The information provided in the forms is correct to the best of my knowledge & in the event change;

details will be provided as soon as possible.

Name & Designation _____

Signature _____

Date _____

Company Stamp _____

