

## **INSTRUCTIONS TO BIDDERS**

1. The Contract resulting from this invitation to tender shall be governed by the Sindh Purchase Manual 1991.
2. In the event of Tender being submitted by the firm, it must be signed by the Contractor / Supplier / Proprietor / Partners thereof, in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing to do so.
3. The amount of earnest money deposited shall be Rs. 2.5% of the maximum quoted value of all items, earnest money should be paid by the contractors through Demand Draft of the scheduled banks in favour of Director General Agriculture Extension Sindh Hyderabad.
4. *Director General Agricultural Extension, Sindh Hyderabad* being authorized officer shall open tender in Technical Committee's meeting in the presence of the suppliers / contractors, or their representatives, who may be present at the time of opening tenders, (Initially, only the Technical Proposal will be opened). Director Coordination Agriculture Extension Sindh / Member Secretary of the Technical Committee or his authorized officer will enter the rates and specifications of items quoted in the tenders in the comparative statement in a suitable form. In the event of tender being accepted the contractors / supplier shall for the purpose of identification, sign copies of specification and other documents as may be necessary, in the event of tender being reject, the earnest money deposited by the Contractors / supplier will be returned on furnishing a receipt for the return of the earnest money.
5. The Authority Competent shall have the right of rejecting all or any part of the tender without assigning any reason thereof.
6. The required quantities of stores can be increased or decreased without giving any reason or notice.
7. The Successful tenderers will have to deposit with the Purchaser Security Deposit as under:
  - a. **Registered Firms:** (Registered with Industries Department) 2.5% of the value of contract.
  - b. **Un – Registered Firms.** 12.5% of the value of contract.

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CONTRACTOR**



DIRECTORATE GENERAL  
AGRICULTURE EXTENSION SINDH  
HYDERABAD

Tel: 022-9200055 -9200060  
Fax: 022-9200053

NO.DGAES/BUDGET/2005-06/  
Hyderabad dated:

**BIDDING DOCUMENT**

M/s \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_.

Due on 21-02-2006  
Price Rs. 2500.00  
(Non transferable / non Returnable)

**CONTRACT TERMS AND CONDITIONS.**

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

- 1) "bid" means a tender, or an offer, in response to an invitation, by a person, firm, company or an organization expressing his or its willingness to undertake a specified task at a price;
- 2) "bidder" means a person who submits a bid;
- 3) "Competitive bidding" means a procedure leading to the award of a contract whereby all the interested and eligible firm, companies or organization may bid for the contract.
- 4) "Contractor" means a firm, company or an organization that undertakes to supply good, services or works;
- 5) "Contract" means an agreement enforceable by law;
- 6) The Engineering / Construction / Supply / Manufacturer / firms shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of the policy.
- 7) "*Corrupt and fraudulent practices*" includes the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies or misrepresentation of facts in order to influence the procurement process of the execution of the contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for or solicitation of any thing of value by any public official in the course of the exercise of his duty.
- 8) Department of Agriculture of GOS will reject a proposal for award if it determine that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- 9) Department of Agriculture of GOS will declare a firm ineligible, either indefinitely or for a stated period of time to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.
- 10) "Emergency" means natural calamities, disasters, accidents, war and operational emergency which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person, property or the environment:

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- 11) “Lowest evaluated bid” means,-
  - I) A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents; and
  - II) having lowest evaluated cost.
- 12) “Supplier” means a persons, consultants, firm, company or an organization who undertakes to supply goods, services or works.
- 13) “Delivery” means delivery by the dates specified in the delivery time.
- 14) “Government” means the Government of Sindh.
- 15) “Secretary” means the Secretary to Government of Sindh, dealing with the subject of procurement of stores and includes any officer authorized by him to enter into contracts in that behalf.
- 16) “Specifications” means the illustrations, plans stipulated in the contract.
- 17) “Purchaser” means the purchaser or purchasers named in the invitation to Tender No. DIS-7, his or their successors or assignees.
- 18) “Inspection authority” means Director of industries Sindh or any person nominated by him to give final decision regarding acceptance or rejection of stores and other inspection matters.
- 19) “Site” means the place or places named in the tender of such other place or places at which any work has to be carried out as may be approved by the Purchaser.
- 20) Suppliers shall be responsible to produce / submit or to satisfy the purchaser with source of receipt duly supported by documents, up to the validity of tender subject to demand by the purchaser.
- 21) The supplier deliver the items as per delivery time is issued
- 22) If the supplier fails to supply the store with in due date his earnest money will be forfeited and he shall be dealt according to rules.
- 23) If the earnest money is not attached / submitted with tender document, the tender will not be entertained. If successful bidder fails to complete the work, with in stipulated time, he shall liable to pay the damage of delay of delivery and the purchase will be made complete from the second lowest and the difference of rate will be recovered from defaulting contractor / supplier.
- 24) Supply order will be issued subject to the availability of funds and the approval of competent authority, the contracted stores shall be applied by the successful bidders to the purchaser after issuance of contract.

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- 25) The stores to be supplied shall be of good quality, brand new and according to the specification. The payment shall be released to the suppliers on release of inspection certificate by the joint inspection i.e. Deputy Director Inspection, Industries department or his authorized officer on his behalf and authorized officers of Director General Agriculture Extension Sindh, Hyderabad.
- 26) The decision of the competent authority shall be final binding and conclusive on all questions relating in the meeting of the specification / quality.
- 27) There shall be no binding upon the department, the total number of packages of work indicated in the schedule of the invitation / contract will be ordered during the period of contract. But the department shall purchase from the suppliers required material / stores as are detailed in the schedule which he may require to be purchased during the period of contract.
- 28) The supplier is bound to complete the supply with in the delivery except forcemajeure circumstances.
- 29) Supplier should indicate the warranty period.
- 30) Tenderers are required to specify make, country of origin and furnish a detailed technical descriptive, literature catalogue. Operating manuals etc, toolkits (if any), etc along with their offer.
- 31) The Purchaser is not bound to accept any tender received.
- 32) Tenderers are required to purchase separate tender documents in case alternate offer is made and also submit more than one (1) bid for same item but not for the same brand, he should be accompanied by separate bid security and authorization letter from the manufacturer.
- 33) Conditional tenders will not be accepted.
- 34) The evaluation will be based on comparative rate quoted for required specifications material and workman ship.
- 35) The bidder shall provide exact nomenclature with make and type of equipment and country of origin. Manufacturer name and address shall be mentioned.
- 36) Brochure / catalogs and name of users should be attached with tender documents.
- 37) The equipment being supplied should be legally imported in the country and a certificate to that effect should be given at the time of submission of tender.
- 38) If delivery of stores is made without documents mentioned in above, than the payment will not be made.
- 39) Each unit should be with operators manual mentioned in the equipment literature.

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- 40) Warranty period will commence from date of delivery to stores.
- 41) The firm will provide guarantee from manufacturer for provision of spares for **5** years. In case of none compliance the firm will be black listed.
- 42) While submitting the tender the firm shall guarantee the service support facility at Hyderabad with latest service equipment.
- 43) The Tenderer shall sign the certificate, failing which the tender will be considered non responsive.
- 44) The contractors / suppliers are required to submit a single package of their bid containing two envelops, for Technical and Financial proposals separately. Each Envelops must clearly be marked as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”** .in bold and legible letter to avoid confusion.
- 45) The Enveloped marked as **“Financial Proposal”** will retained in the custody of the Department without being opened.
- 46) The Department will evaluate the **“Technical proposal”** in a prescribed manner, without reference to the price and reject any proposal which do not confirm to the specified requirements.
- 47) After the submission of the bid no amendments in the **“Technical and Financial proposals”** would be permitted.
- 48) After the evaluation and approval of the **“Technical proposal”** the department shall at a time with in bid validity period, publicly opened the **“Financial proposals”** of the Technically accepted bids only. The **“Financial proposals”** of the bids found technically non-responsive shall be returned un-opened to the bidder.
- 49) **“Financial Proposals”** of bid shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- 50) The bid found to be the lowest evaluated bid shall be accepted.

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**CERTIFICATE**

Reference: Tender No.DGAES/BUDGET/2005-06/      dated:  
Due on 21-02-2006

It is confirmed that all the terms and conditions given in the tender documents are read carefully by us and all the required information / documents are furnished with tender.

I / We guarantee to supply the stores brand new exactly without any defect in accordance with the requirements and specification specified in the invitation to this tender and rates quoted by us, with in the stipulated delivery period.

I / We understand that any misleading Information / Statement will lead us to disqualification from tender.

**SIGNATURE AND STAMP OF  
SUPPLIER / CONTRACTOR**

Name of the Firm. \_\_\_\_\_  
N.T.N. No. \_\_\_\_\_ (Copy Attached)  
N.I.C. No. \_\_\_\_\_ (Copy Attached)  
G.S.T. No. \_\_\_\_\_ (Copy Attached)  
Address of the Firm. \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. of Office. \_\_\_\_\_  
Telephone No. of Residence. \_\_\_\_\_

**Note:**

At the time of opening, I will bring the original documents for confirmation.

**SIGNATURE AND STAMP OF  
SUPPLIER / CONTRACTOR**

## SPECIAL CONDITIONS OF CONTRACT

The conditions of contracts shall be the conditions of sale accompanying the tender together with such amendments or other conditions as shall have been agreed in writing between the Purchaser and the Contractor prior to the date of the contract and the following conditions, the following shall prevail.

- 1) The Purchaser is Director General Agriculture Extension Sindh, Shahbaz Building Block-F, Hyderabad.
- 2) The contractor shall mean the Tenderer whose tender has been accepted by the purchaser.
- 3) "Site" shall mean Directorate General Agriculture Extension, Sindh Hyderabad.
- 4) "Goods" shall mean the **Small Wheat Seed Graders**.
- 5) "Stores" means such articles specified in the contract, as the Contractor agrees to supply under the contract.
- 6) The bidder shall at his own cost deliver (including assembly and commissioning if any) the goods to the site. Such delivery shall be completed within the delivery periods given below which shall commence on the date of receipt by the Contractor of the Purchasers confirmed letter.
- 7) The successful bidder is bound to supply all the items of a Package.
- 8) Only manufacturers or authorized dealers having minimum 5 years experience of supplying in Pakistan are entitled to take part in bidding.
- 9) **The Supplier shall arrange at its own cost for the recalibration of the Small Wheat Seed Graders as and when required within 5 years.**
- 10) Delivery Period. *(90 Days from the date of issue of contract / supply order)*

Item	Number of Items & Delivery Period as per schedule
SMALL WHEAT SEED GRADERS	135 (One Hundred Thirty Five)

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- 11) Inspection.  
The bidder will deliver the goods to the consignee at site and shall inform the authorities concerned for inspection. Joint inspection i.e. Deputy Director Inspection, Industry Department in association with consignee that is Director General Agriculture Extension Sindh or his representative.
- 12) Place of inspection.  
Directorate General, Agriculture Extension Sindh / Supplies end.
- 13) Payment.  
Payment for the supply and delivery of the Goods shall be made in Pakistani rupees on proof of Inspection and consignee's receipt certificate with in the stipulated period of delivery.  
100% payment shall be released on receipt of consignment in full after deducting income tax as source.
- 14) Warranty.
- i) The Contractor Warrants to the Purchaser that the Goods Supplied under the contract will comply strictly with the contract, shall be brand new, free from defect and according to the specification given in the quotation.
  - ii) Warranty shall remain valid for not less than **12 months** after the date of final inspection of the Goods.
  - iii) The Purchaser shall promptly notify the contractor in writing of any claim arising under this warranty.
  - iv) Upon receipt of such notice, the contractor shall promptly repair or replace the defective Goods or parts thereof, without cost to the purchaser.
  - v) If the contractor, have been notified, fails to remedy the defect (s) in accordance with the contract, the Purchaser may proceed to take such remedial action as may necessary, at the Contractor's expense.
  - vi) Calibration certificate must accompany with each hammer.
- 15) Delivery Period.  
The bidder is bound to deliver the Goods within the Delivery Period (30 Days) otherwise his security deposit will forfeited and he shall be dealt according to rules.
- 16) Termination for Default.  
The Purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part.
- i) If the Contractors fails to deliver the Goods with in time period specified in the Contract.
  - ii) If the Contractors fails to perform any other obligation (s) under the contract.
- 17) Forcemajeure.

If a forcemajeure situation arises, the contractors shall promptly notify the purchaser in writing of such condition and the cause therefore unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligation under the contracts as is reasonably practical, and shall seek all responsible alternative means for performance not prevented by the Forcemajeure event.

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## **CONTRACT FORM**

This contract is made on \_\_\_\_\_ between the Director General Agriculture Extension Sindh Shahbaz Building Block-F, Hyderabad. Herein after called the “PURCHASER” of the one part and \_\_\_\_\_ hereinafter called the Contractor of the other part.

Where as the purchaser is desirous of purchasing certain Goods for the project known as “Procurement of Small Wheat Seed Graders to Enhance the Wheat Production in Sindh” and has accepted a TENDER BY THE Contractor for the supply of Goods all in accordance with the Contract.

### **NOW THIS AGREEMENT WITNESS AS FOLLOWS**

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the condition of contract hereinafter referred to.
- 2) The following documents shall be deemed to form and read and construed as part of this agreement viz:-
  - a) The conditions of contract, as contained in **DIS-12 & 14** of Sindh purchase Manual 1991 as amended to date.
  - b) The Contractor’s condition of sale as contained in their offer dated. \_\_\_\_\_
  - c) The specification.
  - d) The Contractor’s detail of the Goods.
  - e) The purchaser’s letter of intent dated \_\_\_\_\_ subsequently confirmed by the contractor’s as accepted to him vide their letter dated: \_\_\_\_\_ (Acknowledgement of letter of intent).
  - f) The purchaser’s letter of acceptance of tender.
- 3) In consideration of the payments to be made by the purchaser to the contractor as here-in after mentioned the contractor hereby covenants with the purchaser to supply the Goods in conformity in all respects with the provisions of contracts.
- 4) The purchaser hereby covenants to pay the contractor in consideration of the supply of goods. And amounts due at the times and in the manner all as prescribed by contract.
- 5) The delivery schedule should be **90 Days** from the date of signing of agreement.

**DIRECTOR GENERAL  
AGRICULTURE EXTENSION SINDH  
HYDERABAD**

For & Behalf of the Contractor.

**PROCUREMENT OF SMALL WHEAT SEED GRADERS TO  
ENHANCE THE WHEAT PRODUCTION IN SINDH**

**BID FORM (PART I)**

**SCHEDULE TO INVITATION OF TENDER ENQUIRY**

**NO.DGAES/BUDGET/2005-06/**

**DATED:**

- |   |   |
|---|---|
| 1. Earnest Money                            | <b>2.5 Percent</b><br>(in shape of Demand Draft in Favour of Director General Agriculture Extension Sindh Hyderabad.  |
| 2. Date, Time & Place for Receipt of Tender | 1. Upto 20-02-2006 before 03:00 pm<br>at Directorate General Agriculture Extension<br>Sindh Shahbaz Building Block-F, Hyderabad<br><br>2. Only on 21-02-2006 Upto 11.00 am in the office<br>of Deputy Secretary (Tech) Agriculture Department,<br>Government of Sindh Tughlaq House Sindh<br>Secretariat Karachi. |
| 3. Date for Opening of Tender               | 21.02.2006  |
| 4. Time of Opening of Tender                | 12:00 Noon  |
| 5. Place of Opening of Tender               | Office of the Additional Secretary (Tech)<br>Agriculture Department Government of Sindh,<br>Sindh Secretariat, Karachi.   |
| 6. Place of Delivery                        | Directorate General, Agriculture Extension Sindh<br>Shahbaz Building Block-F. Hyderabad.  |
| 7. Name of Consignee                        | As Mentioned in Para 1 at page No: 7 above.   |
| 8. Delivery Date                            |   |

**SIGNATURE & STAMP OF  
CONTRACTOR**

# **TENDER DOCUMENTS**

**FOR**

**PROCUREMENT OF SMALL WHEAT SEED  
GRADERS TO ENHANCE THE WHEAT  
PRODUCTION IN SINDH**

**REFERENCE # BUDGET/SEED GRADERS/2005-06/**

**TO BE**

**OPENED ON**

**21-02- 2006**

**Directorate General  
Agriculture Extension Sindh, Hyderabad  
Tel. # 022 - 9200055 / 9200060  
Fax # 022 - 9200053**