

Bidding Documents

For

National Competitive Bidding

Pakistan

Procurement of Vehicles

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
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November, 2009

Invitation for Bids

Date: November 22, 2009
Credit N^o: 3834-3, 3834-4 PAK
IFB N^o: PPAF-BRSP/Veh/09

1. The Balochistan Rural Support Programme has received a sub loan from the Pakistan Poverty Alleviation Fund (PPAF) as part of its credit received from the International Development Associate (IDA) in various currencies towards the cost of Pakistan Poverty Alleviation Fund (PPAF). It is intended that part of the proceeds of this credit will be applied to eligible payments under the contract for procurement of vehicles for Balochistan Rural Support Programme (BRSP).

2. The Balochistan Rural Support Programme (BRSP) now invites sealed bids from eligible bidders for the supply of vehicles as under. Bidders must bid for the complete lot (12 Vehicles). Partial or incomplete Bids will be considered non-responsive. Bid evaluation and contract award will be for the complete lot.

Specifications	Quantity	Bid security Amount in Rs.
Vehicle 4x4 Petrol engine 1200 – 1350cc	12 No.	Rs. 396,000

3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of Balochistan Rural Support Programme (BRSP, 5-A Sariab Road Quetta- Phone # 081-2471437-38-39- Fax # 081-2442153

4. A complete set of bidders documents may be purchased by interested bidders from the office address mentioned above, on production of demand draft or pay order amounting to Rs.1000/= (rupees one thousand only), non refundable, in favour of BRSP as the cost of bidding documents on any working day (Monday to Friday) during 1000 to 1600 hours from 22nd November, 2009 to 22nd December, 2009. If the bidding documents are requested by post/courier service then the non-refundable fee shall be PAK Rupee 1500/=.

5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the World Bank ***Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan***, Part One.

6. Bids must be delivered to the above office on or before 1000 hrs on 22nd December, 2009 and must be accompanied by a Bid security for an amount of Rs. 363,000 in the shape of Bank Guarantee, Call deposit or Bank Draft

7. Bids will be opened in the presence of bidders' representatives who choose to attend at 1030 hrs on 22nd December, 2009 at the offices of Balochistan Rural Support Programme (BRSP, 5-A Sariab Road Quetta.

8. The bidders are requested to give their best and final prices as no negotiations are expected.

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 Borrower. <i>Balochistan Rural Support Programme (BRSP)</i>	
ITB 1.1	Credit number : 3834-3, 3834-4 PAK	
ITB 1.1	Name of Project. PPAF (<i>Social Mobilization</i>)	
ITB 1.1	Name of Contract. Procurement of Vehicles:	
	Specifications	Quantity
	Bid security Amount (Rs.)	
	Vehicle 4x4 Petrol engine 1200 – 1350cc	12 No.
		Rs. 396,000
	Bidders must bid for the complete lot (i.e for the total specified quantity of the vehicles). Partial or incomplete bids will be considered non-responsive. Bid Evaluation and contract award will be for complete lot.	
ITB 4.1	Name of Purchaser. <i>Balochistan Rural Support Programme</i>	
ITB 6.1	Purchaser's address, telephone, fax etc: Balochistan Rural Support Programme (BRSP, 5-A Sariab Road Quetta- Phone # 081-2471437-38-39- Fax # 081-2442153	
ITB 8.1	Language of the bid. <i>English</i>	

Bid Price and Currency	
ITB 11.2	The price quoted shall be DDP in Pak Rupees at the office of BRSP Quetta.

Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements. <ul style="list-style-type: none"> - The manufacture must have at least three years of experience in manufacturing of vehicles similar to those offered in the

	<p>bid.</p> <ul style="list-style-type: none"> - The supplier must have at least 3 years of experience in supply for vehicles similar to those offered in the bid. - Manufacturers Authorization (In the form provided in Section VI of the bidding documents) - If an agent submits bids on behalf of more than one manufacturer unless each bid is accompanied by a separate Bid Form for each bid, and a bid security for each bid and authorization letter from the respective manufacturer.
ITB 14.3 (b)	Spare parts required for two years of operations.
ITB 15.1	Amount of bid security: Rs. 396,000/-
ITB 16.1	Bid validity period. 60 days
ITB 17.1	Number of copies. One original with two copies
ITB 18.2 (a)	Address for bid submission. Balochistan Rural Support Programme 5-A Sariab Road, Quetta
ITB 18.2 (b)	IFB title and number. PPAF-BRSP/Veh/09 Credit No. 3834-3 3834-4 PAK
ITB 19.1	Deadline for bid submission. 1000 hours, on 22 nd December, 2009
ITB 22.1	Time, date, and place for bid opening. Time, date, and place for bid opening. 1030 hours, on 22 nd December, 2009 at BRSP, 5-A Sariab Road Quetta

Bid Evaluation

ITB 25.3	Criteria for bid evaluation. Delivery Duty Paid (DDP) Price only
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Contract Award

ITB 29.1	Percentage for quantity increase or decrease. 9%
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Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: **Balochistan Rural Support Programme (BRSP)**

GCC 1.1 (h)—The Purchaser's country is: **Pakistan.**

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site is: **Balochistan.**

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1—the amount of performance security, as a percentage of the Contract Price, shall be: (5) Percent of the Contract Price

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Purchaser will check each vehicle at the destination.

Purchaser will inspect and test each vehicle at the showroom prior to delivery. Through checking, including test drive type of engine vehicle transmission, all standard accessories and engine and chassis number.

5. Packing (GCC Clause 9)

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

The supplier shall deliver vehicles in scratch-less condition with all the manufacturer supplied accessories. Neither the vehicles nor any of the accessories acceptable in CKD or SKD condition.

6. Delivery and Documents (GCC Clause 10)

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

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount showing original price and CIF (Cost, Insurance and Freight) parts of total amount separately.
- (ii) original and two copies of the usual transport document which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

8. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are:

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

9. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be (50,000) fifty thousand kilometers of operation or 24 months from date of acceptance of the Vehicles, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for

reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

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

or

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.1 %) per day up to maximum of 2% of the contract price.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: 30 days.

10. Payment (GCC Clause 16)

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

Payment for Vehicles supplied:

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

- (i) **Advance Payment:** Hundred percent (100%) advance payment of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

11. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed.

12. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate shall not exceed 0.1% per day up to maximum of 2% of the contract price.

13. 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 laws of The Islamic Republic of Pakistan.

14. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

15. Applicable Law (GCC Clause 30)

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

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934
Other relevant Acts and Laws

16. Notices (GCC Clause 31)

GCC 31.1—Purchaser’s address for notice purposes: Balochistan Rural Support Programme (BRSP) 5-A Sariab Road, Quetta.

—Supplier’s address for notice purposes:

Schedule of Requirements

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

Description	Qty	Schedule	Location
Vehicle 4x4 Petrol engine 1200 – 1350cc	12	Three months from the date of signing of contract	BRSP 5-A Sariab Road, Quetta

Technical Specifications

Lot No. One (1) Vehicle 4x4 manual transmission qty 12

Engine Type	Petrol engine 1200 -1350cc (4 X4)
Transmission	Four speed Manual Transmission
Cylinders	4 Cylinders
Steering	Hydraulic Power Steering
Accessories	Front& rear seat belts, Arm sets, Assist grips, Door trims, Halogen headlamps, Green tilt glass, Outside door mirrors, Front Window wipers. Rear windows demister, side impact door beam, luggage room under box, A/C & heater.
Maximum output	60kW/5,500rpm
Maximum torque	110Nm/4,500rpm
Minimum turning radius	4.9m
Model	2009
Brake	Front disk brake
Color	White
Each vehicle shall contain PPAF Logo on both the front doors. A sample of the Logo attached with these documents.	

Sample Forms

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MANUFACTURER'S AUTHORIZATION FORM21

1. Bid Form and Price Schedules

Date: _____
 Credit N°: 3834-3, 3834-4

PAK

IFB N°: PPAF-BRSP/Veh/09

To:
 Balochistan Rural Support Programme (BRSP)
 5-A Sariab Road, Quetta.

Gentlemen and/or Ladies:

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 Pickups 11 No. in conformity with the said bidding documents for the sum of 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.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 (ninety) days 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 _____ 2009_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees

Name of Bidder _____ . IFB Number _____. Page of ____.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price DDP named place	Total DDP per item	CIF(Cost, Insurance and Freight) Component of Unit DDP Price *	CIF (Cost, Insurance and Freight) Component of Total DDP Price *

* CIF (Cost, Insurance and Freight) components of the Unit and total DDP price is to be shown separately.

Signature of Bidder _____

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

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2009_____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 2009 between [Balochistan Rural Support Programme, of 5-A Sariab Road, Quetta Pakistan (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [Vehicles 4x4 12 Nos] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To:

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 2009 to supply *[Jeep 11 Nos]* (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to 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 _____ 2009.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee for Advance Payment

To:

Purchase of Vehicles

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

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

To:
Balochistan Rural Support Programme (BRSP)
5-A Sariab Road, Quetta.

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

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

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

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the 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.

**Section VII. Eligibility for the Provision of Goods, Works,
and Services in Bank-Financed Procurement**

Public Information Center

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

As of April 1996

For the information of borrowers and bidders, and with reference to paragraph 1.6, footnote 9, of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated January 1995, set forth below is a list of countries from which bidders, goods, and services are not eligible to participate in procurement financed by IBRD or IDA.

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- San Marino
- Tuvalu

In addition, bidders, goods, and services from other countries or territories may be declared ineligible by a provision in the bidding documents if the borrower's country has excluded them by a law, official regulation, or act of compliance meeting the requirements of paragraph 1.8(a) of the Guidelines.

The Loan (Credit) Agreement also prohibits a withdrawal from the Loan (Credit) Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to:

- Iraq
- Libya