

The Managing Director,
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Karachi.

**SUBJECT: UPLOADING OF 'CORRIGENDUM / EXTENSION IN DATE'
(SSWMB/ NIT-3, 4, 5, 6, 7 & 8) of 2017-2018.**

Please find enclosed herewith the following documents with a request to upload the Corrigendum / Extension in Date of SSWMB/NIT-3, 4, 5, 6, 7 & 8 of 2017-2018, and their modified bidding documents.

S.No.	Description	Remarks
1.	Notice Inviting Tender (NIT)	Attached
2.	Corrigendum / Extension in Date	Attached
2.	Newspaper Cutting (Daily Dawn, Jang, & Kawish)	Attached
3.	Notification of Procurement Committee	Attached
4.	Notification of Complaint Redressal Committee	Attached
5.	Modified Bidding Documents	Attached (Hard & Soft copy)
6.	Annual Procurement Plan	Attached

The corrigendum / extension in Date and modified bidding documents of NIT-3, 4, 5, 6, 7, & 8 of 2017-18 have also been uploaded on our website of SSWMB.


(DR. A. D. SAJNANI)
Managing Director

Copy for information:

1. Executive Director (Operations-I), SSWMB.
2. Executive Director (Finance), SSWMB .
3. Deputy Director (A&F), SPPRA, Karachi.
4. Deputy Director (Procurement / IT / Finance), SSWMB.
5. Master File.

*Pl. best
Shahid
09/11/17*

SPPRA INWARD DIARY
NO: 3131
DATED: 09/11/17

The Managing Director,
 Sindh Public Procurement Regulatory Authority,
 Government of Sindh,
Karachi.

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CORRIGENDUM / EXTENSION IN DATE

(SSWMB / NIT-3, 4, 5, 6, 7 & 8 / 2017-18 - Reference: INF – KRY – 4504/17)

ALL INTERESTED BIDDERS / CONCERNED ARE HEREBY INFORMED TO NOTE THE FOLLOWING IN THE TENDERS PUBLISHED IN DAILY DAWN, JANG, & KAWISH ON 26TH OCTOBER 2017 AND UPLOADED ON SPPRA WEBSITE (WWW.PPRASINDH.GOV.PK) AS WELL AS AT SSWMB WEBSITE (WWW.SSWMB.GOS.PK):

MINOR CORRECTION HAVE BEEN MADE IN THE BIDDING DOCUMENTS OF NIT-3, 4, 5, 6, 7 & 8 OF 2017-18. BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS AS PER MODIFIED BIDDING DOCUMENT ON FOLLOWING REVISED SCHEDULE.

REVISED SCHEDULE

S. No.	Schedule	Date & Time	Venue
1.	Issuance of modified Bidding Documents	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	24-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	24-11-2017 at 1530 hours	

All other Terms and Conditions of tenders shall remain same.

Deputy Director (Procurement)

Sindh Solid Waste Management Board

Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi

Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

NOTICE INVITING TENDER
(SSWMB/NIT-3, 4, 5, 6, 7 & 8 / 2017-18)

Government of Sindh under an Act of Sindh Assembly has established Sindh Solid Waste Management Board (SSWMB) to manage Municipal Solid Waste, Medical Hazardous Waste and Industrial Hazardous Waste in an integrated and holistic manner in Karachi and all other cities and towns of the Province. Sindh Solid Waste Management Board (SSWMB) invites sealed bids from interested Contractors / Firms for carrying out the Works / Services mentioned below under *SINGLE STAGE – ONE ENVELOPE PROCEDURE*:

TENDER REFERENCE NUMBER	NAME OF WORK	ESTIMATED COST	TENDER COST
NIT-3/2017-18			
NIT-3.1/2017-18	Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works)	49.300 Million	Rs. 3000/-
NIT-3.2/2017-18	Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road), Karachi. (Civil Works)	49.300 Million	Rs. 3000/-
NIT-4/2017-18			
NIT-4.1/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi.	Open Rate	Rs. 3000/-
NIT-4.2/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub River Road), Karachi.		Rs. 3000/-
NIT-5/2017-18			
NIT-5/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at two different sites of Landfill Site in Karachi.	Open Rate	Rs. 3000/-
NIT-6/2017-18			
NIT-6/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at six different sites of GTS in Karachi.	Open Rate	Rs. 3000/-
NIT-7/2017-18			
NIT-7/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pitless / Portable / Moveable Electronic Weighbridge along with customizable software at different designated locations in Karachi.	Open Rate	Rs. 3000/-
NIT-8/2017-18			
NIT-8/2017-18	Customization of Weigh Bridge Software and its Operation / Maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB Landfill Site & GTS in Karachi.	Open Rate	Rs. 3000/-
TENDER SCHEDULE			
Sr. No.	Schedule	Date & Time	Venue
1.	Issuance of Bidding Documents	From 27-10-2017 to 13-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	13-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	13-11-2017 at 1530 hours	

- Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through **PAY ORDER OR BANK DRAFT** of Pak Rs.3,000/- (for each work) in favor of **Sindh Solid Waste Management Board** as per schedule given above from the office of **Assistant Director (Finance)**, SSWMB during office hours. Alternatively the documents may also be downloaded from the website www.pprasindh.gov.pk or www.sswmb.gos.pk. The companies downloading the documents from the websites must submit Tender Document Fee in the shape of Pay Order or Demand Draft as mentioned above at the time of submission of the bid.
- Bid Security of amount equivalent to 5% of the total quoted bid amount must be attached with the bids.
- Proof of Registration with FBR (NTN / Sales Tax) and Sindh Revenue Board (SRB) is to be submitted with the bids.
- The Bids must be in sealed envelope and submitted **SEPARATE FOR EACH WORK / SERVICES**.
- The envelope must clearly state:
 - Name of the Work (e.g. **Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works) and;**
 - Tender Reference Number as mentioned on the bid document (e.g. **SSWMB/NIT.3.1/2017-18**).
- In case, the date of opening of bids is declared as a public holiday or non-working day due to force Majeure, the next official working day shall be deemed to be date for issuance, submission and opening of tenders. The time and venue shall remain unchanged.
- Sindh Solid Waste Management Board** shall not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules, 2010 (Amended 2017).

Deputy Director (Procurement)
Sindh Solid Waste Management Board
Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi
Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

Thursday
October 26, 2017
Safar 5, 1439
KARACHI



GOVERNMENT OF SINDH
Sindh Solid Waste Management Board



Notice Inviting Tender (SSWMB/NIT-3, 4, 5, 6, 7 & 8 / 2017-18)

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THE DAILY JANG KARACHI

روزنامہ جنگ

بانی: میر ظلیل الرحمن

294 نمبر

جمعرات 5 صفر 1439ھ 26 اکتوبر 2017ء

THURSDAY OCTOBER 26, 2017



حکومت سندھ
سندھ سولڈ ویسٹ مینجمنٹ بورڈ



نوٹس طلبی سینڈر (SSWMB-3,4,5,6,7 & 8 / 2017-18)

حکومت سندھ نے سٹی کالج کیمپ کے تحت سندھ سولڈ ویسٹ مینجمنٹ بورڈ (SSWMB) کو کراچی میں ایس ایس ڈی ایو ایم پی کی لینڈ فیل سائٹ کے اطراف چار دیواری کی تعمیر (سول ورکس) اور دیگر کام پورا کرنے کے لیے نوٹس طلب کیا ہے۔ سندھ سولڈ ویسٹ مینجمنٹ بورڈ (SSWMB) کو درج ذیل کاموں اور خدمات کی انجام دہی کیلئے ایک مرحلہ ایک لٹائرڈ کنٹریکٹ خواتین ٹیموں اور ان کے ذریعے سے سروس پیشکشیں مطلوب ہیں۔

ٹینڈر نمبر	کام کا نام	قیمت لاکھ	قیمت ٹینڈر
NIT-3/2017-18			
NIT-3.1/2017-18	دیوبند چیمبر (تعمیراتی کام) کراچی میں ایس ایس ڈی ایو ایم پی کی لینڈ فیل سائٹ کے اطراف چار دیواری کی تعمیر (سول ورکس)	49.300	3000/- روپے
NIT-3.2/2017-18	دیوبند چیمبر (تعمیراتی کام) کراچی میں ایس ایس ڈی ایو ایم پی کی لینڈ فیل سائٹ کے اطراف چار دیواری کی تعمیر (سول ورکس)	49.300	3000/- روپے
NIT-4/2017-18			
NIT-4.1/2017-18	دیوبند چیمبر (تعمیراتی کام) کراچی میں ایس ایس ڈی ایو ایم پی کی لینڈ فیل سائٹ کے اطراف چار دیواری کی تعمیر (سول ورکس)	49.300	3000/- روپے
NIT-4.2/2017-18	دیوبند چیمبر (تعمیراتی کام) کراچی میں ایس ایس ڈی ایو ایم پی کی لینڈ فیل سائٹ کے اطراف چار دیواری کی تعمیر (سول ورکس)	49.300	3000/- روپے
NIT-5/2017-18			
NIT-5/2017-18	کراچی میں مختلف لینڈ فیل سائٹس پر 1120 ایم پی پیٹ مائننگ ٹیمپ ایکٹو ورک ڈو ویسٹ بریج جنرل کونسل سائٹ سائٹ فرامی، اریکشن، بیسٹنگ اور کیمپنگ	3000/-	روپے
NIT-6/2017-18			
NIT-6/2017-18	کراچی میں ٹی ٹی ایس کی مختلف سائٹس پر 1120 ایم پی پیٹ مائننگ ٹیمپ ایکٹو ورک ڈو ویسٹ بریج جنرل کونسل سائٹ سائٹ فرامی، اریکشن، بیسٹنگ اور کیمپنگ	3000/-	روپے
NIT-7/2017-18			
NIT-7/2017-18	کراچی میں مختلف سائٹس پر 1120 ایم پی پیٹ مائننگ ٹیمپ ایکٹو ورک ڈو ویسٹ بریج جنرل کونسل سائٹ سائٹ فرامی، اریکشن، بیسٹنگ اور کیمپنگ	3000/-	روپے
NIT-8/2017-18			
NIT-8/2017-18	کراچی میں ایس ایس ڈی ایو ایم پی کی لینڈ فیل سائٹ اور ٹی ٹی ایس پر ویسٹ بریج جنرل کونسل سائٹ سائٹ فرامی، اریکشن، بیسٹنگ اور کیمپنگ کی نوڈ کارڈ مائننگ ٹیمپ ایکٹو ورک	3000/-	روپے

نوٹس طلبی کے لیے

نمبر شمار	ٹینڈر نمبر	تاریخ اور وقت	مقام
1	ڈیوبند چیمبر (تعمیراتی کام) کراچی	13-11-2017ء تا 27-10-2017ء (پہلے دنوں دن) 13-11-2017ء کار کے دوران	دفتر اسسٹنٹ ڈائریکٹر (فائنل) ایس ایس ڈی ایو ایم پی، بلاک نمبر 13، انٹرنیٹ سائٹ، کراچی
2	پیشکشوں کا معیار کرنا	13-11-2017 پورے دن کے نکلنے کے بعد	کلیئر ایف، سندھ سولڈ ویسٹ مینجمنٹ بورڈ، بلاک نمبر 13، انٹرنیٹ سائٹ، کراچی
3	پیشکشوں کا معیار کرنا	13-11-2017 پورے دن کے نکلنے کے بعد	کلیئر ایف، سندھ سولڈ ویسٹ مینجمنٹ بورڈ، بلاک نمبر 13، انٹرنیٹ سائٹ، کراچی

- ڈیوبند چیمبر (تعمیراتی کام) کراچی میں ایس ایس ڈی ایو ایم پی کی لینڈ فیل سائٹ کے اطراف چار دیواری کی تعمیر (سول ورکس) اور دیگر کام پورا کرنے کے لیے نوٹس طلب کیا ہے۔ سندھ سولڈ ویسٹ مینجمنٹ بورڈ (SSWMB) کو درج ذیل کاموں اور خدمات کی انجام دہی کیلئے ایک مرحلہ ایک لٹائرڈ کنٹریکٹ خواتین ٹیموں اور ان کے ذریعے سے سروس پیشکشیں مطلوب ہیں۔
- کراچی میں مختلف لینڈ فیل سائٹس پر 1120 ایم پی پیٹ مائننگ ٹیمپ ایکٹو ورک ڈو ویسٹ بریج جنرل کونسل سائٹ سائٹ فرامی، اریکشن، بیسٹنگ اور کیمپنگ
- کراچی میں ٹی ٹی ایس کی مختلف سائٹس پر 1120 ایم پی پیٹ مائننگ ٹیمپ ایکٹو ورک ڈو ویسٹ بریج جنرل کونسل سائٹ سائٹ فرامی، اریکشن، بیسٹنگ اور کیمپنگ
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- کراچی میں ایس ایس ڈی ایو ایم پی کی لینڈ فیل سائٹ اور ٹی ٹی ایس پر ویسٹ بریج جنرل کونسل سائٹ سائٹ فرامی، اریکشن، بیسٹنگ اور کیمپنگ کی نوڈ کارڈ مائننگ ٹیمپ ایکٹو ورک

INF/KRY/4504/17

روزانہ کاوش حیدرآباد

خمیس 26 اکتوبر 2017



حکومت سندھ

سندھ سالب ویسٹ مینجمنٹ بورڈ



نیشنل گھرانہ جونوٹیس (SSWMB-3, 4, 5, 6, 7 & 8/2017-18)

حکومت سندھ، سندھ اسمبلی جي ايڪٽ تحت سنڌ سالب ویسٹ مینجمنٹ بورڊ (SSWMB) کي ڪراچي ۽ ضلعي جي سمورن بين شهرن ۽ ڳوٺن ۾ هڪ مربوط ۽ منظم طريقي سان بلدياتي سالب ویسٹ (گند ڪچري)، طبي طور تي مهلڪ ڪچري ۽ سامان ۽ صنعتي فضلي جو بندوبست ڪرڻ لاءِ قائم ڪيو آهي. سنڌ سالب ویسٹ مینجمنٹ بورڊ (SSWMB) کي هيٺين ڪمن/خدمتن جي انجام ڏيڻ لاءِ هڪ مرحلي لاءِ طريقيڪار تحت خواهشمند ليڪيڊارن/فرمن کان مهربان آڇون گهربل آهن.

ٽينڊر نمبر	ڪم جو نالو	ڪيل لائٽ	ٽينڊر جي قيمت
NIT-3/2017-18			
NIT-3.1/2017-18	ٻيه ڄام چڪرو (ويجهو سرچائي ٿائون) ڪراچي ۽ ڀرپاسي ڊيليو ايمر جي ليد فل سائٽ جي پاسن کان چار ديوار جي تعمير (سول ورڪس).	49.300 ملين	3000 رپيا
NIT-3.1/2017-18	ٻيه گوند پاس (حب روڊ روڊ) ڪراچي ۽ ڀرپاسي ڊيليو ايمر جي ليد فل سائٽ جي پاسن کان چار ديوار جي تعمير (سول ورڪس).	49.300 ملين	3000 رپيا
NIT-4/2017-18			
NIT-4.1/2017-18	ٻيه ڄام چڪرو (ويجهو سرچائي ٿائون) ڪراچي ۽ ڀرپاسي ڊيليو ايمر جي ليد فل سائٽ جو آپريشن ۽ مينٽيننس.	ڪيل اڪي	3000 رپيا
NIT-4.2/2017-18	ٻيه گوند پاس (حب روڊ روڊ) ڪراچي ۽ ڀرپاسي ڊيليو ايمر جي ليد فل سائٽ جو آپريشن ۽ مينٽيننس.	ڪيل اڪي	3000 رپيا
NIT-5/2017-18			
NIT-5/2017-18	ڪراچي ۽ ڀرپاسي ڊيليو ايمر جي ليد فل سائٽ تي 120 ايمر تي پٽ مائونٽنگ ٽالپ اليڪٽرونيڪ روڊ ڊيه برج بشمول ڪسٽومايز ايبل سائٽ ويئر جي فراهمي، اريڪشن، ٽيسٽنگ ۽ ڪميشننگ.	ڪيل اڪي	3000 رپيا
NIT-6/2017-18			
NIT-6/2017-18	ڪراچي ۽ ڀرپاسي ڊيليو ايمر جي ليد فل سائٽ تي 120 ايمر تي پٽ مائونٽنگ ٽالپ اليڪٽرونيڪ روڊ ڊيه برج بشمول ڪسٽومايز ايبل سائٽ ويئر جي فراهمي، اريڪشن، ٽيسٽنگ ۽ ڪميشننگ.	ڪيل اڪي	3000 رپيا
NIT-7/2017-18			
NIT-7/2017-18	ڪراچي ۽ ڀرپاسي ڊيليو ايمر جي ليد فل سائٽ تي 120 ايمر تي پٽ مائونٽنگ ٽالپ اليڪٽرونيڪ روڊ ڊيه برج بشمول ڪسٽومايز ايبل سائٽ ويئر جي فراهمي، اريڪشن، ٽيسٽنگ ۽ ڪميشننگ.	ڪيل اڪي	3000 رپيا
NIT-8/2017-18			
NIT-8/2017-18	ڪراچي ۽ ڀرپاسي ڊيليو ايمر جي ليد فل سائٽ ۽ جي تي ايس تي ڊيه برج سائٽ جي ڪسٽومايزيشن ۽ ان جو آپريشن/مينٽيننس بشمول ريموٽ مانيٽرنگ ڊيڪ ڊيه برج سسٽم جي خودڪار/منظم رپورٽنگ.	ڪيل اڪي	3000 رپيا

ٽينڊر شيڊيول

نمبر شمار	شيڊيول	تاريخ و وقت	هنڌ
1.	بڻڻگ دستاويزن جو اجراء	2017-2017 کان 11-11-2017 ڏانهن (بيلو ڀڄي ڏينهن) ڪم جي وقت دوران	آفيس اسسٽنٽ ڊائريڪٽر (فنانس) ايس ايس ڊيليو ايمر، بنگلو نمبر 13، الحمرا هائوسنگ سوسائٽي، ڪراچي
2.	اچڻ جو جمع ڪرائڻ	2017-2017 کان 13-11-2017 وقت ٽيپري 3 وڳي	ڪميٽي روم، سنڌ سالب ویسٹ مینجمنٹ بورڊ، بنگلو نمبر 13، الحمرا هائوسنگ سوسائٽي، ڪراچي
3.	اچڻ جو ڪولڻ	2017-2017 کان 13-11-2017 وقت ٽيپري جو 3:30 وڳي	ڪميٽي روم، سنڌ سالب ویسٹ مینجمنٹ بورڊ، بنگلو نمبر 13، الحمرا هائوسنگ سوسائٽي، ڪراچي

- دلچسپي رکندڙ ڪمپنيون ٽينڊر دستاويزن بشمول اعليت جو معيار ٽينڊر دستاويز جي 3000 پاڪستاني رپيا (في ڪير لاءِ) جي ادائگي (ناقابل واپسي) پي آرڊر يا بينڪ ڊرافٽ ذريعي نالي سنڌ سالب ویسٹ مینجمنٹ بورڊ ڪرڻ تي مٿي ڄاڻايل شيڊيول مطابق آفيس اسسٽنٽ ڊائريڪٽر (فنانس) ايس ايس ڊيليو ايمر جي مان ڪم جي وقتن دوران حاصل ڪري سگهن ٿيون. متبادل طور تي دستاويز ويب سائٽ www.pprasindh.gov.pk يا www.sswmb.gos.pk تان به ڏانهن لوڊ ڪري سگهجن ٿا. ويب سائٽس تان ڏانهن لوڊ ڪندڙ ڪمپني کي لازمي طور تي ٽينڊر دستاويز جي في پي آرڊر يا ڊمانڊ ڊرافٽ جي صورت ۾ جيئن مٿي ڄاڻايو ويو آهي، اڄ جمع ڪرائڻ وقت ادا ڪرڻي پوندي.
- ڪل درج ڪيل اڄ جي ماليات جي پنج سيڪڙو جي مساوي سوئي رقم لازمي طور تي اچڻ سان گڏ شامل ڪئي وڃي.
- ايس بي آر (اين تي اين/سپلر ليڪس) ۽ سنڌ روٽيشن بورڊ (ايس آر بي) وٽ رجسٽريشن جو ثبوت اچڻ سان گڏ جمع ڪرائڻو پوندو.
- اچڻ لازمي طور تي مهربان لائقن ۾ هجڻ ۽ هر هڪ ڪم/خدمت لاءِ الڳ الڳ اڄ جمع ڪرائڻي رهي.
- لائفي ٽي واضح طور تي درج ڪيو وڃي؛
- ڪم جو نالو (مثال طور ڊيه ڄام چڪرو (ويجهو سرچائي ٿائون) ڪراچي ۽ ڀرپاسي ڊيليو ايمر جي ليد فل سائٽ جي پاسن کان چار ديوار جي تعمير (سول ورڪس) ۽
- ٽينڊر ريفرنس نمبر جيئن ته دستاويزن ۾ ڏنل آهي (مثال طور SSWMB-3.1/2017-18).
- اچڻ کڻي جي تاريخ تي عام موڪل جو اعلان ٿيڻ يا ڪنهن قدر تي آف سبب آفيس جا ڪم رڪارڊ انجمنر ٽينڊر سبب ورنڊو ڪم واري ڏينهن تي ٽينڊر جي اجراء، جمع ڪرائڻ ۽ ڪولڻ جي تاريخ تصور ڪيو ويندو. وقت ۽ هنڌ به ڪا به تبديلي نه ڪئي ويندي.
- سنڌ سالب ویسٹ مینجمنٹ بورڊ اچڻ جمع ڪندڙ فرمن پاران ٽينڊر ڪنهن قسم جي خرچن يا رقم لاءِ ذميوار نه هوندو ۽ ايس بي پي رولر 2010 (ٽرمينر ٿيل 2017) جي لاڳاپيل شقن مطابق ڪنهن به وقت پروڪيورمينٽ جو عمل منسوخ ڪرڻ جو حق محفوظ رکي ٿو.

ڊپٽي ڊائريڪٽر (پروڪيورمينٽ)

سنڌ سالب ویسٹ مینجمنٹ بورڊ

بنگلو نمبر 13، الحمرا هائوسنگ سوسائٽي، شهيد ملت روڊ، ڪراچي، پاڪستان
 فون: 021-9933 3704-06، فيڪس: 021-9933 3707، اي ميل: info@sswmb.gos.pk، ويب سائٽ: www.sswmb.gos.pk

INF/RKRY/4504/17

DAWN

DAWN THURSDAY NOVEMBER 9, 2017



GOVERNMENT OF SINDH
Sindh Solid Waste Management Board

CORRIGENDUM / EXTENSION IN DATE
(SSWMB / NIT-3, 4, 5, 6, 7 & 8 / 2017-18
Reference: INF-KRY-4504/17)

All Interested Bidders / Concerned are hereby informed to note the following changes in the Tenders Published in Daily Dawn, Jang & Kawish on **26th October, 2017** and uploaded on SPPRA website (www.pprasindh.gov.pk) as well as at SSWMB website (www.sswmb.gos.pk):

Minor Corrections have been made in the Bidding Documents of NIT-3, 4, 5, 6, 7 & 8 of 2017-18. Bidders are Requested to submit their Bids as per modified Bidding Document on following revised schedule:

Revised Schedule

S. No.	Schedule	Date & Time	Venue
1.	Issuance of Modified Bidding Documents	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours	Office of Assistant Director (Finance), SSWMB Bungalow No. 13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	24-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board, Bungalow No. 13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	24-11-2017 at 1530 hours	Al-Hamra Housing Society - Karachi.

All other Terms and Conditions of the Tender shall remain the same.

Deputy Director (Procurement),
Sindh Solid Waste Management Board,
Bungalow # 13, Al-Hamra Housing Society,
Shaheed e Millat, Road, Karachi, Pakistan.
Ph: 021-9933 3704-06, Fax: 021-9933 3707
Email Address: info@sswmb.gos.pk
Website: www.sswmb.gos.pk

INF/KRY/4698/17

DAILY
KAWISH

هڪ ئي وقت ڪراچي، حيدرآباد ۽ سکر مان شايع ٿيندڙ پهرين سنڌي اخبار



ڪاوش

روزانه

(جلد 28) اربع 08 نومبر 2017 ۽ بمطابق 18 صفر المظفر 1439ھ (شمارو 95) قيمت 15 روپيا



Sindh
Solid Waste Management
Board

حڪومت سنڌ

سنڌ سالڊ ويسٽ مئنيجمينٽ بورڊ

تصحيح / تاريخ ۾ توسيع
SSWMB/NIT-3, 4, 5, 6, 7 & 8/2017-18
بحالو (INF-KRY-4504/17)

سمورن خواهشمند آچن ڏيندڙن/متعلقين کي هن ذريعي اطلاع ٿو ڪجي ته هي روزاني دن، جنگ ۽ ڪاوش ۾ تاريخ 26 آڪٽوبر، 2017 تي شايع ٿيل ۽ ايس پي ڊبليو آر اي جي ويب سائٽ (www.pprasinhd.gov.pk) وڌيڪ ايس ايس ڊبليو ايم جي ويب سائٽ (www.sswmb.gos.pk) تي اپ لوڊ ڪيا ويا ٿيندڙ ۾ هيٺ ڏنل تبديلي کي نوٽ ڪري وٺو.

NIT-3, 4, 5, 6, 7 & 8 بابت 2017-18 جي بڊنگ دستاويزن ۾ معمولي تصحيح ڪئي وئي آهي. آڇ ڏيندڙن کي درخواست آهي ته پنهنجون آچون هيٺ ڏنل شيڊيول تي ترميم ٿيل بڊنگ دستاويزن مطابق جمع ڪرائين.

نظر ثاني ٿيل شيڊيول

نمبر شمار	شيڊيول	تاريخ ۽ وقت	هنڌ
1.	ترميم ٿيل بڊنگ دستاويزن جو اجراء	2017-11-09 کان 2017-11-24 (پي ڏينهن) (شامل ڪم وارن وقتن دوران)	آفيس اسسٽنٽ ڊائريڪٽر (فنانس) ايس ايس ڊبليو ايم بي، بنگلو نمبر 13، الحمرا هاٿوسنگ سوسائٽي، ڪراچي
2.	آچن جو اجراء	2017-11-24 وقت ٽيپري 3:00 وڳي	ڪميٽي روم، سنڌ سالڊ ويسٽ مئنيجمينٽ بورڊ، بنگلو نمبر 13، الحمرا
3.	آچن جو ڪولڻ	2017-11-24 وقت ٽيپري 3:30 وڳي	بنگلو نمبر 13، الحمرا هاٿوسنگ سوسائٽي، ڪراچي

ٿيندڙ جا ٻيا سمورا شرط ۽ ضابطا ساڳيا ئي رهندا.

ڊپٽي ڊائريڪٽر (پروڪيورمينٽ)

سنڌ سالڊ ويسٽ مئنيجمينٽ بورڊ

بنگلو نمبر 13، الحمرا هاٿوسنگ سوسائٽي، شهيد ملت روڊ، ڪراچي

فون: 021-9933 3704-06، فيڪس: 021-9933 3707

اي ميل ايڊريس: info@sswmb.gos.pk، ويب سائٽ: www.sswmb.gos.pk

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بانی: میر خلیل الرحمن
مہینہ

جلد 18 صفحہ 1439 نومبر 2017ء

307 نمبر



Sindh
Solid Waste Management
Board

حکومت سندھ
سندھ سولڈ ویسٹ مینجمنٹ بورڈ

تصحیح/تاریخ میں توسیع

SSWMB / NIT-3, 4, 5, 6, 7 & 8 / 2017-18

(INF-KRY-4504/17 بحوالہ)

تمام خواہشمند پیشکش دہندگان/متعلقین کو بذریعہ نڈا مطلع کیا جاتا ہے کہ وہ روز نامہ ڈان، جنگ اور کاش میں مورہ 26 اکتوبر 2017 کو شائع شدہ اور ایس پی پی آر ایس کی ویب سائٹ (www.pprasindh.gov.pk) نیز ایس ڈی پی او ایم پی کی ویب سائٹ (www.sswmb.gos.pk) پر اپ لوڈ کئے گئے نیٹرز میں درج ذیل تہہ بندی کو نوٹ کر لیں۔

NIT-3, 4, 5, 6, 7 & 8 کی بڈنگ دستاویزات میں معمولی سچ کی گئی ہے۔ پیشکش دہندگان سے درخواست ہے کہ اپنی پیشکشیں درج ذیل نظر ثانی شدہ شیڈول پر ترمیم شدہ بڈنگ دستاویزات کے مطابق جمع کرائیں۔

نظر ثانی شدہ شیڈول

نمبر شمار	شیڈول	تاریخ اور وقت	مقام
1-	ترمیم شدہ بڈنگ دستاویزات کا اجرا	09-11-2017 24-11-2017 (شہول دونوں دن) اوقات کار کے دوران	دفتر اسٹاف ڈائریکٹر (فنانس) ایس ڈی پی او ایم پی، بلاک نمبر-13، انٹرا ہاؤسنگ سوسائٹی، کراچی
2-	پیشکشوں کا اجرا	24-11-2017 بوقت سہ پہر 3:00 بجے	کمپنی روم، سندھ سولڈ ویسٹ مینجمنٹ بورڈ، بلاک نمبر-13، انٹرا ہاؤسنگ سوسائٹی، کراچی
3-	پیشکشوں کا کھانا	24-11-2017 بوقت سہ پہر 3:30 بجے	ہاؤسنگ سوسائٹی، کراچی

نیٹزر کی تمام دیگر شرائط و ضوابط حسب سابق برقرار رہیں گی۔

ڈپٹی ڈائریکٹر (پرڈیکورمنٹ)

سندھ سولڈ ویسٹ مینجمنٹ بورڈ

بلاک نمبر-13، انٹرا ہاؤسنگ سوسائٹی شہید ملت روڈ، کراچی

فون نمبر: 021-9933 3704-06، فیکس نمبر: 021-9933 3707

ای میل ایڈریس: info@sswmb.gos.pk ویب سائٹ: www.sswmb.gos.pk



ORDER

With the approval of the Competent Authority i.e worthy Secretary Local Government Department, Government of Sindh and in pursuance of Rule-7 read with Rule-67 of Sindh Public Procurement Regulatory Authority, Rules-2010 (Amended 2017), Procurement Committees No.I, II and III of Sindh Solid Waste Management Board, are hereby re-constituted, as under: -

PROCUREMENT COMMITTEE-I (Operation/Project Purpose)

1.	Concerned Executive Director (Ops), SSWMB	Chairman
2.	Deputy Director (Finance), SSWMB	Member
3.	Representative of Public Health Engineering Department	Member
4.	Representative of Rural Development Deptt./DMC (s)	Member
5.	Director/Deputy Director (Procurement), SSWMB	Member/Secretary

PROCUREMENT COMMITTEE-II

(Procurement of + 1 Million for Head Office, SSWMB)

1.	Secretary, SSWMB	Chairman
2.	Deputy Director (Finance), SSWMB	Member
3.	Representative of Industries Department/PHE Deptt.	Member
4.	Representative of Rural Development Deptt./DMC (s)	Member
5.	Director/Deputy Director (Procurement), SSWMB	Member/Secretary

PROCUREMENT COMMITTEE-III

(Procurement of less than 1 Million for Head Office, SSWMB)

1.	Secretary, SSWMB	Chairman
2.	Deputy Director (Finance), SSWMB	Member
3.	Representative of Rural Development Deptt./DMC (s)	Member

Contd...P/2

2. Above Procurement Committees mentioned in the SSWMB previous order No.AD(Admn)SSWMB/Committees/2015/804 dated 26.08.2016 are hereby rescinded.

**SECRETARY TO GOVT. OF SINDH
LOCAL GOVT. DEPARTMENT**

No. AD(Admn)SSWMB/Committees/2015/572.....Karachi dated the 1st June, 2017.

A copy is forwarded for information & necessary action to:-

- 1 The Chairman Planning & Development Board, P&D Deptt., Govt. of Sindh.
- 2 The Secretary to Govt. of Sindh, Local Govt. & HTP Deptt., Karachi.
- 3 The Secretary to Govt. of Sindh, Public Health Engineering & Rural Development Deptt., Karachi.
- 4 The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.
- 5 The Managing Director, Sindh Solid Waste Management Board.
- 6 The Municipal Commissioner, District Municipal Corporation
- 7 The Chairman/Members of the Committee (All) *DEPUTY DIRECTOR (Procurement)* ✓
- 8 The Deputy Secretary (Staff) to Chief Secretary, Sindh/Chairman SSWMB.
- 9 Master file.


(NADIR KHAN)
SECRETARY

Notification

In line with requirements under Rule 31 of SPPRA Rules 2010, the following Complaint Redressal Committee (CRC) is constituted for all the procurements in Sindh Solid Waste Management Board.

Complaint Redressal Committee:

- | | |
|--|----------|
| 1. Managing Director
Sindh Solid Waste Management Board | Chairman |
| 2. Representative of Accountant General Sindh | Member |
| 3. Independent Professional from the relevant field | Member |

Functions and Responsibilities of the Committee

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied;

- Prohibit the Procurement Committee of SSWMB from action or deciding in a manner inconsistent with the SPPRA rules.
- Annual in whole or in a part, any unauthorized act or decision of the Procurement Committee.
- Decide a case to be declared as mis-procurement if material violation of Act, Rules, Regulations, orders, instruction or any other law relating to public Procurement, has been established.
- Reverse any decision of the Procurement Committee or substitute its own decision for such a decision.
- The Complaint Redressal Committee shall announce its decision within seven days and intimate the same to the bidder and the SPPRA within three working days. If the committee fails to arrive at the decision within seven days, the complaint shall stand transferred to the Review Committee as per SPPRA Rules 2010.


(Dr. Mir Nusrat Ali Panhwar)
Secretary

Sindh Solid Waste Management Board

Copy for information to:

- Accountant General Sindh
- Managing Director, Sindh Solid Waste Management Board
- Managing Director, SPPRA Government of Sindh
- Members of CRC Committee
- Office Copy

GOVERNMENT OF SINDH

Say No to Corruption

MODIFIED TENDER DOCUMENT

Reference No.

SSWMB/NIT-3.1/2017-18

[Single Stage – One Envelope Procedure

As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)]

Work 3.1

Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town) Karachi (Civil Works)

Estimated Cost: Rs.44.56 Million Tender Cost: 3,000/-

Time Limit: 18 Months

To be Opened on: 24.11.2017 Validity of Tender: 90 days

Executive Director (Operations-I)

Note:

- i. This document is also available on SPPRA website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender Cost fee.
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.

Client:

Bungalow No. 13 Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi
Tel No. 021-9933 3706 - 07 Fax 021-9933 3700
URL: www.sswmb.gos.pk Email: info@sswmb.gos.pk

BIDDING DOCUMENT FOR
(Reference No. SSWMB-NIT-3.1/2017-18)

Work-3.1

Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town) Karachi (Civil Works).

BID PRICE:

TENDER DOCUMENT
(CIVIL WORK)

Date of opening:	24 th November, 2017 at 1530 hours
Place of opening:	Committee Room, Sindh Solid Waste Management Board, bungalow# 13, Al-Hamra, Housing society, Shaheed e Millat Road – Karachi
Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	
Bid Price:	
Amount in Numbers [Pak Rs.	_____.]
Amount in Figures [Pak Rs.	_____.]

SEAL AND SIGNATURE OF THE CONTRACTOR

INVITATION FOR BIDS

ALL INTERESTED BIDDERS / CONCERNED ARE HEREBY INFORMED TO NOTE THE FOLLOWING IN THE TENDERS PUBLISHED IN DAILY DAWN, JANG, & KAWISH ON 26TH OCTOBER 2017 AND UPLOADED ON SPPRA WEBSITE (WWW.PPRASINDH.GOV.PK) AS WELL AS AT SSWMB WEBSITE (WWW.SSWMB.GOS.PK):

MINOR CORRECTION HAVE BEEN MADE IN THE BIDDING DOCUMENTS OF NIT-3, 4, 5, 6, 7 & 8 OF 2017-18. BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS AS PER MODIFIED BIDDING DOCUMENT ON FOLLOWING REVISED SCHEDULE.

REVISED SCHEDULE

S. No.	Schedule	Date & Time	Venue
1.	Issuance of modified Bidding Documents	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	24-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board , Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	24-11-2017 at 1530 hours	

All other Terms and Conditions of tenders shall remain same.

Deputy Director (Procurement)
Sindh Solid Waste Management Board
Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi
Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

NOTICE INVITING TENDER
(SSWMB/NIT-3, 4, 5, 6, 7 & 8 / 2017-18)

Government of Sindh under an Act of Sindh Assembly has established Sindh Solid Waste Management Board (SSWMB) to manage Municipal Solid Waste, Medical Hazardous Waste and Industrial Hazardous Waste in an integrated and holistic manner in Karachi and all other cities and towns of the Province. Sindh Solid Waste Management Board (SSWMB) invites sealed bids from interested Contractors / Firms for carrying out the Works / Services mentioned below under *SINGLE STAGE – ONE ENVELOPE PROCEDURE*:

TENDER REFERENCE NUMBER	NAME OF WORK	ESTIMATED COST	TENDER COST
NIT-3/2017-18			
NIT-3.1/2017-18	Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works)	49.300 Million	Rs. 3000/-
NIT-3.2/2017-18	Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road), Karachi. (Civil Works)	49.300 Million	Rs. 3000/-
NIT-4/2017-18			
NIT-4.1/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi.	Open Rate	Rs. 3000/-
NIT-4.2/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub River Road), Karachi.		Rs. 3000/-
NIT-5/2017-18			
NIT-5/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at two different sites of Landfill Site in Karachi.	Open Rate	Rs. 3000/-
NIT-6/2017-18			
NIT-6/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at six different sites of GTS in Karachi.	Open Rate	Rs. 3000/-
NIT-7/2017-18			
NIT-7/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pitless / Portable / Moveable Electronic Weighbridge along with customizable software at different designated locations in Karachi.	Open Rate	Rs. 3000/-
NIT-8/2017-18			
NIT-8/2017-18	Customization of Weigh Bridge Software and its Operation / Maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB Landfill Site & GTS in Karachi.	Open Rate	Rs. 3000/-
TENDER SCHEDULE			
Sr. No.	Schedule	Date & Time	Venue
1.	Issuance of Bidding Documents	From 27-10-2017 to 13-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	13-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	13-11-2017 at 1530 hours	

- Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through **PAY ORDER OR BANK DRAFT of Pak Rs.3,000/- (for each work)** in favor of **Sindh Solid Waste Management Board** as per schedule given above from the office of **Assistant Director (Finance)**, SSWMB during office hours. Alternatively the documents may also be downloaded from the website www.pprasindh.gov.pk or www.sswmb.gos.pk. The companies downloading the documents from the websites must submit Tender Document Fee in the shape of Pay Order or Demand Draft as mentioned above at the time of submission of the bid.
- Bid Security of amount equivalent to 5% of the total quoted bid amount must be attached with the bids.
- Proof of Registration with FBR (NTN / Sales Tax) and Sindh Revenue Board (SRB) is to be submitted with the bids.
- The Bids must be in sealed envelope and submitted SEPARATE FOR EACH WORK / SERVICES.
- The envelope must clearly state:
 - Name of the Work (e.g. Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works) and;**
 - Tender Reference Number as mentioned on the bid document (e.g. SSWMB/NIT.3.1/2017-18).**
- In case, the date of opening of bids is declared as a public holiday or non-working day due to force Majeure, the next official working day shall be deemed to be date for issuance, submission and opening of tenders. The time and venue shall remain unchanged.
- Sindh Solid Waste Management Board** shall not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules, 2010 (Amended 2017).

Deputy Director (Procurement)
Sindh Solid Waste Management Board
Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi
Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

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INSTRUCTIONS TO BIDDERS

Note: *(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).*

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Executive Director (Operations-I), Sindh Solid Waste Management Board (SSWMB) as defined in the Bidding Data (hereinafter called - the Procuring Agency wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as -the Works).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

Sindh Solid Waste Management Board, Government of Sindh.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works i.e. C-5 or above having codes (CE10).

b) Information provided in Technical Proposal:-

- (i) Company profile;
- (ii) Works of similar nature and size for each performed in last 3 years;
- (iii) List of Construction equipments;
- (iv) Financial statement of last 3 years;
- (v) Information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and Executive Director (Operations-I), Sindh Solid Waste Management Board will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum (if issued) in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities(BOQ)
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be performed by subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
5. Specifications
6. Drawings, (attached)

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Executive Director (Operations-I), Sindh Solid Waste Management Board at the Sindh Solid Waste Management Board address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and Executive Director (Operations-I), Sindh Solid Waste Management Board shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22)

- 6.1 At any time prior to the deadline for submission of Bids, the Executive Director (Operations-I), Sindh Solid Waste Management Board may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Executive Director (Operations-I), Sindh Solid Waste Management Board.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Executive Director (Operations-I), Sindh Solid Waste Management Board may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 All documents relating to the Bid shall be in the English language in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - (a) Offer / Covering Letter.
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with IB.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with IB.2(c) & IB.11
 - (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and

things necessary for the proper completion of the works.

- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices. For items not covered under Schedule Rates, the prices shall be quoted on Item Rate Basis.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Executive Director (Operations-I), Sindh Solid Waste Management Board in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as 5% percentage of the offered bid price in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Executive Director (Operations-I), Sindh Solid Waste Management Board valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Executive Director (Operations-I), Sindh Solid Waste Management Board as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
 - (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4(b) hereof; or
 - (c) In the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period of 90 days after the date of bid opening.
- 14.2 In exceptional circumstances, Executive Director (Operations-I), Sindh Solid Waste Management Board may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.

- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them -ORIGINAL and -COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Executive Director (Operations-I), Sindh Solid Waste Management Board as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by Executive Director (Operations-I), Sindh Solid Waste Management Board at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Executive Director (Operations-I), Sindh Solid Waste Management Board at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, Executive Director (Operations-I), Sindh Solid Waste Management Board will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

- 15.4 Any bid received by Executive Director (Operations-I), Sindh Solid Waste Management Board after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Executive Director (Operations-I), Sindh Solid Waste Management Board prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 Procurement Committee constituted by Sindh Solid Waste Management Board will open the bids, in the presence of bidders representatives who choose to attend, on 24th November, 2017 at 1530 hours in the Committee Room of SSWMB.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procurement Committee, Sindh Solid Waste Management Board at its discretion may consider appropriate, will be announced by the Procurement Committee at the bid opening. Secretary, Procurement Committee, Sindh Solid Waste Management Board will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Procurement Committee may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Procurement Committee will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one, which conforms to all the terms and

conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Executive Director (Operations-I), Sindh Solid Waste Management Board in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Executive Director (Operations-I), Sindh Solid Waste Management Board provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially

responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Sindh Solid Waste Management Board and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Procurement Committee constituted by Sindh Solid Waste Management Board will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

16.8 Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. In evaluating the bids, the Director (LFS) / Engineer / Executive Director (Operations-I), Sindh Solid Waste Management Board shall determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact any officer / official of Sindh Solid Waste Management Board on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procurement Committee, Sindh Solid Waste Management Board. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in **“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below SPP Rule2(q);
- (i) **“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of Sindh Solid Waste Management Board authorities to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

18.1 The Executive Director (Operations-I), Sindh Solid Waste Management Board at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19. Award Criteria & Executive Director (Operations-I), Sindh Solid Waste Management Board Right

19.1 Subject to IB.19.2, the Procuring Agency i.e. Sindh Solid Waste Management Board shall award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

19.2 Notwithstanding IB.19.1, the Procuring Agency i.e. Sindh Solid Waste Management Board reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Executive Director (Operations-I), Sindh Solid Waste Management Board action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Executive Director (Operations-I), Sindh Solid Waste Management Board, the Executive Director (Operations-I), Sindh Solid Waste Management Board will notify the successful bidder in writing (-Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, Executive Director (Operations-I), Sindh Solid Waste Management Board will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Executive Director (Operations-I), Sindh Solid Waste Management Board and the successful bidder duly stamped at rate of 0.3% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Executive Director (Operations-I), Sindh Solid Waste Management Board.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Executive Director (Operations-I), Sindh Solid Waste Management Board a Performance Security **5%** of total bid in the form of Pay Order / Bank Draft in favour of Sindh Solid Waste Management Board should reach in office of the **Assistant Director (Finance)**, Sindh Solid Waste Management Board, Government of Sindh, Bungalow# 13, Al Hamra Housing Society, Shaheed e Millat Road, Karachi in form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP Rule 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
 - (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

BIDDING DATA

(The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders).

Instruction to Bidders

Clause Reference

1.1 Name of Procuring Agency

Sindh Solid Waste Management Board

Brief Description of Works

Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town) Karachi (Civil Works)

5.1

(a) Procuring Agency address:

Executive Director (Operations-I), Sindh Solid Waste Management Board
Bungalow# 13, Al Hamra, Housing Society, Shaheed E Millat Road, Karachi
Ph: +92 21 9933 3706-7
Fax: +92 21 9933 3700
Email: info@sswmb.gos.pk
Website: www.sswmb.gos.pk

(b) Director (LFS) / Engineer's address:

Director (LFS), Sindh Solid Waste Management Board
Bungalow# 13, Al Hamra, Housing Society, Shaheed E Millat Road, Karachi
Ph: +92 21 9933 3706-7
Fax: +92 21 9933 3700
Email: info@sswmb.gos.pk

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity:

(must have turnover of Rs. 50 Million or above);

ii. Technical capacity:

PEC Category C-5 or above having codes (CE10).

One B.E Civil with 15 years' experience.

One DAE Civil with 10 years' experience.

One DAE Civil with 05 years' experience.

iii. Construction Capacity:

1 Mixer, 1 Tractor, 1 Dumper, 1 Compactor & three pair of each basic equipment.

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 Amount of Bid Security

5% of the bid amount

14.1 Period of Bid Validity

90 days

14.4 Number of Copies of the Bid to be submitted:

One original plus One Copy

14.6 (a) Procuring Agency Address for the Purpose of Bid Submission

Executive Director (Operations-I), Sindh Solid Waste Management Board
Bungalow# 13, Al Hamra, Housing Society, Shaheed E Millat Road, Karachi

15.1 Deadline for Submission of Bids

24th November, 2017 by 1500 hours

16.1 Venue, Time, and Date of Bid Opening

Venue: Committee Room, Sindh Solid Waste Management Board,
Bungalow# 13, Al Hamra, Housing Society, Shaheed E Millat Road, Karachi

24th November, 2017 at 1530 hours

Responsiveness of Bids

- (i) Bid is valid till required period,
- *(ii) This is a Fixed Price Contract, Bid prices are firm during currency of contract/Price adjustment and no escalation of price shall be allowed;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference SSWMB/NIT-3.1/2017-18

Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town) Karachi (Civil Works).

The Executive Director (Operation-I),
Sindh Solid Waste Management Board,
Karachi

Dear Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address

_____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____ (Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. _____ (Rupees _____) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the

Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address _____

Witness:

(Signature) _____

Name: _____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

Items			Page No.
•	Schedule A	to Bid: Schedule of Prices	25-26
•	Schedule B	to Bid: Specific Works Data	27
•	Schedule C	to Bid: Works to be Performed by Subcontractors	28
•	Schedule D	to Bid: Proposed Program of Works	29
•	Schedule E	to Bid: Method of Performing Works	30
•	Schedule F	to Bid: Integrity Pact	31

Preamble to Schedule of Prices

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).
As per Government of Sindh

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related

items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Sindh Solid Waste Management Board when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs, which he expects to incur the performance of the Works, and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Director (LFS) / Engineer / Executive Director (Operations-I), Sindh Solid Waste Management Board. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Director (LFS) / Engineer / Executive Director (Operations-I), Sindh Solid Waste Management Board to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Director (LFS) / Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

Work will be itemized work based on Sindh Schedule and each item whether linked to other item or not for execution will be considered as one work.

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. <i>(attach evidence)</i>
-------------------------------------	-------------------------------------	--

The work shall not be sublet to sub-contractor

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Executive Director (Operations-I), Sindh Solid Waste Management Board.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Executive Director (Operations-I), Sindh Solid Waste Management Board’s judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY CONTRACTORS
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
[Procuring Agency]

[Contractor]

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Executive Director (Operations-I), Sindh Solid Waste Management Board requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Executive Director (Operations-I), Sindh Solid Waste Management Board drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Executive Director (Operations-I)”, Sindh Solid Waste Management Board means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Executive Director (Operations-I), Sindh Solid Waste Management Board) any assignee.
- 1.1.6 “Party” means the Executive Director (Operations-I), Sindh Solid Waste Management Board or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time” for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 “Country” means the Islamic Republic of Pakistan.

1.1.13 “Executive Director (Operations-I), Sindh Solid Waste Management Board Risks” means those matters listed in Sub-Clause 6.1.

1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 “Site” means the places provided by the Executive Director (Operations-I), Sindh Solid Waste Management Board where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 “Variation” means a change which is instructed by the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board under Sub-Clause 10.1.

1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 “Director (LFS) / Engineer” means the person notified by the Executive Director (Operations-I), Sindh Solid Waste Management Board to act as Director (LFS) / Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE EXECUTIVE DIRECTOR (Operations-I), SINDH SOLID WASTAGE MANAGEMENT BOARD**

2.1 **Provision of Site**

The Executive Director (Operations-I), Sindh Solid Waste Management Board shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Executive Director (Operations-I), Sindh Solid Waste Management Board shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Director (LFS) / Engineer's/ Executive Director (Operations-I), Sindh Solid Waste Management Board's Instructions**

The Contractor shall comply with all instructions given by the Executive Director (Operations-I), Sindh Solid Waste Management Board or the Director (LFS) / Engineer, if notified by the Executive Director (Operations-I), Sindh Solid Waste Management Board in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Executive Director (Operations-I), Sindh Solid Waste Management Board shall affect the Contractor's obligations.

3. DIRECTOR (LFS) / ENGINEER'S/ EXECUTIVE DIRECTOR (Operations-I), SINDH SOLID WASTAGE MANAGEMENT BOARD 'S REPRESENTATIVES

3.1 Authorized Person

The Executive Director (Operations-I), Sindh Solid Waste Management Board shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Executive Director (Operations-I), Sindh Solid Waste Management Board shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Director (LFS) / Engineer's/ Executive Director (Operations-I), Sindh Solid Waste Management Board Representative

The name and address of Director (LFS) / Engineer's/ Executive Director (Operations-I), Sindh Solid Waste Management Board's Representative is given in Contract Data. However the Contractor shall be notified by the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Executive Director (Operations-I), Sindh Solid Waste Management Board for such appointment which consent shall not be withheld without plausible reason(s) by the Executive Director (Operations-I), Sindh Solid Waste Management Board. Such authorized representative may be substituted / replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Executive Director (Operations-I), Sindh Solid Waste Management Board as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Executive Director (Operations-I), Sindh Solid Waste Management Board.

4.4 **Performance Security**

The Contractor shall furnish to the Executive Director (Operations-I), Sindh Solid Waste Management Board within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. **DESIGN BY CONTRACTOR**

1.1 **Not Applicable**

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board shall be responsible for the Specifications and Drawings.

6. **EXECUTIVE DIRECTOR (Operations-I), SINDH SOLID WASTAGE MANAGEMENT BOARD'S RISKS.**

1.1 The Executive Director (Operations-I), Sindh Solid Waste Management Board
The Executive Director (Operations-I), Sindh Solid Waste Management Board's Risks are:-

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) Use or occupation by the Executive Director (Operations-I), Sindh Solid Waste Management Board of any part of the Works, except as may be specified in the Contract;

- g) Late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Executive Director (Operations-I), Sindh Solid Waste Management Board's personnel or by others for whom the Executive Director (Operations-I), Sindh Solid Waste Management Board is responsible;
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Executive Director (Operations-I), Sindh Solid Waste Management Board and accepted by the Executive Director (Operations-I), Sindh Solid Waste Management Board.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Director (LFS) / Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Director (LFS) / Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Director (LFS) / Engineer within such period as may be prescribed by the Director (LFS) / Engineer for the same; and the Director (LFS) / Engineer may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Executive Director (Operations-I), Sindh Solid Waste Management Board for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Director (LFS) / Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Director (LFS) / Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Executive Director (Operations-I), Sindh Solid Waste Management Board, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Executive Director (Operations-I), Sindh Solid Waste Management Board to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Executive Director (Operations-I), Sindh Solid Waste Management Board may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer in writing and if the same are not refuted/denied by the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) Preferably contractor should submit a rate and its rate analysis for approval if demanded by the Director (LFS) / Engineer, and the Director (LFS) / Engineer will be final authority of approval.
- b) at a lump sum price agreed between the Parties, or
- c) where appropriate, at rates in the Contract, or
- d) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- e) at appropriate new rates, as may be agreed or which the Director (LFS) / Engineer considers appropriate, or
- f) if the Director (LFS) / Engineer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 45% percent (weather increase or decrease), provided the change exceeds 1 percent of the Initial Contract Price, the Director (LFS) / Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Director (LFS) / Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Executive Director (Operations-I), Sindh Solid Waste Management Board.
- c) If requested by the Director (LFS) / Engineer, the contractor shall provide the Director (LFS) / Engineer with a detailed cost breakdown of any rate in the Bill of Quantities. Change in drawings the construction drawings can be different from tender drawings, hence advised to visit site and consultant Director (LFS) / Engineer before quoting rates.

10.4 Early Warning

The Contractor shall notify the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board in writing as soon as

he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Executive Director (Operations-I), Sindh Solid Waste Management Board s Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of and Executive Director (Operations-I), Sindh Solid Waste Management Board Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Director (LFS) / Engineer within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Director (LFS) / Engineer an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board shall check and if possible agree the value. In the absence of agreement, the Executive Director (Operations-I), Sindh Solid Waste Management Board shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Director (LFS) / Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Executive Director (Operations-I), Sindh Solid Waste Management Board certificate has been jointly verified by Executive Director (Operations-I), Sindh Solid Waste Management Board and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Executive Director (Operations-I), Sindh Solid Waste Management Board and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Executive Director (Operations-I), Sindh Solid Waste Management Board to make payment within 90 days then Executive Director (Operations-I), Sindh Solid Waste Management Board shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) The value of the Works executed less to the cumulative amount paid previously; and
- b) Value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Director (LFS) / Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Executive Director (Operations-I), Sindh Solid Waste Management Board shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Executive Director (Operations-I), Sindh Solid Waste Management Board to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Director (LFS) / Engineer to verify and the Director (LFS) / Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Executive Director (Operations-I), Sindh Solid Waste Management Board together with any documentation reasonably required to enable the Executive Director (Operations-I), Sindh Solid Waste Management Board to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Director (LFS) / Engineer, the Executive Director (Operations-I), Sindh Solid Waste Management Board shall pay to the Contractor any amount due to the Contractor. While making such payment the Executive Director (Operations-I), Sindh Solid Waste Management Board may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Director (LFS) / Engineer/ Executive Director

(Operations-I), Sindh Solid Waste Management Board or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Executive Director (Operations-I), Sindh Solid Waste Management Board may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Executive Director (Operations-I), Sindh Solid Waste Management Board notice, the Executive Director (Operations-I), Sindh Solid Waste Management Board may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Executive Director (Operations-I), Sindh Solid Waste Management Board instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Executive Director (Operations-I), Sindh Solid Waste Management Board

If the Executive Director (Operations-I), Sindh Solid Waste Management Board fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Executive Director (Operations-I), Sindh Solid Waste Management Board receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Executive Director (Operations-I), Sindh Solid Waste Management Board receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Executive Director (Operations-I), Sindh Solid Waste Management Board instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Executive Director (Operations-I), Sindh Solid Waste Management Board is entitled,
- c) If the Executive Director (Operations-I), Sindh Solid Waste Management Board has terminated under Sub-Clause 12.1 or 12.3, the Executive Director (Operations-I), Sindh Solid Waste Management Board shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not

executed at the date of the termination, and

d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Executive Director (Operations-I), Sindh Solid Waste Management Board. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Executive Director (Operations-I), Sindh Solid Waste Management Board d Risks, the Contractor shall indemnify the Executive Director (Operations-I), Sindh Solid Waste Management Board or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Executive Director (Operations-I), Sindh Solid Waste Management Board. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The cost of his demobilization, and
- c) Less any sums to which the Executive Director (Operations-I), Sindh Solid Waste Management Board is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the

Contract Data except for items (a) to (e) and (i) of the Executive Director (Operations-I), Sindh Solid Waste Management Board 's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Executive Director (Operations-I), Sindh Solid Waste Management Board. The Contractor shall provide the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Executive Director (Operations-I), Sindh Solid Waste Management Board may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Director (LFS) / Engineer's Decision

If a dispute of any kind whatsoever arises between the Executive Director (Operations-I), Sindh Solid Waste Management Board and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Director (LFS) / Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Director (LFS) / Engineer shall give notice of his decision to the Executive Director (Operations-I), Sindh Solid Waste Management Board (Director (LFS) / Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Executive Director (Operations-I), Sindh Solid Waste Management Board (Director (LFS) / Engineer) shall give effect forthwith to every such decision of the Director (LFS) / Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Director (LFS) / Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Director (LFS) / Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Director (LFS) / Engineer of the department or decision is not given in time then he can approach Executive Director (Operations-I), Sindh Solid

Waste Management Board within 14 days, in case of dissatisfaction with decision of Executive Director (Operations-I), Sindh Solid Waste Management Board or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Executive Director (Operations-I), Sindh solid wastage management board shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Executive Director (Operations-I), Sindh Solid Waste Management Board as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Executive Director (Operations-I), Sindh Solid Waste Management Board instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Executive Director (Operations-I), Sindh Solid Waste Management Board under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency Drawings, (*attached*)
- 1.1.4 The Procuring Agency means
Executive Director (Operations-I), Sindh Solid Waste Management Board
- 1.1.5 **The Contractor** means

- 1.1.7 **Commencement Date** means the date of issue of Director (LFS) / Engineer's Notice to Commence which shall be issued within Seven (07) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion**
18 months
- 1.1.20 **Director (LFS) / Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**
Executive Director (Operations-I), Sindh Solid Waste Management Board
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices (g).
 - (g) The Drawings, (Attached)
 - (h) The Specifications
- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 **Authorized person:**
Executive Director (Operations-I), Sindh Solid Waste Management Board
- 3.2 Name and address of **Executive Director (Operations-I), Sindh Solid Waste Management** representative:
Director (LFS) / Engineer
- 4.4 **Performance Security:**
5%
- 5.1 **Requirements for Contractor's design (if any):**
Specification Clause No's N/A

- 7.2 **Programme:**
Time for submission: Within fourteen (14) days* of the Commencement Date.
Form of programme: _____ (*Bar Chart/CPM/PERT or other*)
- 7.4 Amount payable due to failure to complete shall be 05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 **Early Completion**
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.
- 9.1 **Period for remedying defects**
as per bidding documents
- 10.2 (e) **Variation procedures:**
Day work rates as per bidding documents
- 11.1 **Terms of Payments**
a) **Mobilization Advance**
Mobilization advance shall not be applicable
- 11.2 **Valuation of the Works:**
i) Lump sum price _____ (details), or
ii) Lump sum price with schedules of rates _____ (details), or
iii) Lump sum price with bill of quantities _____ (details), or
iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and
v) Cost reimbursable _____ (details).

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Executive Director (Operations-I),
Sindh Solid Waste Management Board)

Name of Guarantor (Scheduled Bank in Pakistan) with address:

Name of Principal (Bidder) with address:

Sum of Security (express in words and figures):

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called Executive Director (Operations-I), Sindh Solid Waste Management Board) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Executive Director (Operations-I), Sindh Solid Waste Management Board; and

WHEREAS, the Executive Director (Operations-I), Sindh Solid Waste Management Board has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Executive Director (Operations-I), Sindh Solid Waste Management Board, conditioned as under:

- (1) That the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;

- (2) That in the event of;
- (a) The Principal withdraws his Bid during the period of validity of Bid, or
 - (b) The Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) Failure of the successful bidder to
 - (i) Furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) Sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

The entire sum be paid immediately to the said Executive Director (Operations-I), Sindh Solid Waste Management Board for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Executive Director (Operations-I), Sindh Solid Waste Management Board in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Executive Director (Operations-I), Sindh Solid Waste Management Board for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Executive Director (Operations-I), Sindh Solid Waste Management Board the said sum stated above upon first written demand of the Executive Director (Operations-I), Sindh Solid Waste Management Board without cavil or argument and without requiring the Executive Director (Operations-I), Sindh Solid Waste Management Board to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Executive Director (Operations-I), Sindh Solid Waste Management Board

PROVIDED ALSO THAT the Executive Director (Operations-I), Sindh Solid Waste Management Board shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Executive Director (Operations-I), Sindh Solid Waste Management Board forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary
(Seal)

1. Signature _____

2. Name _____

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Executive Director (Operations-I), Sindh Solid Waste Management Board)

Name of Guarantor (Scheduled Bank in Pakistan) with address:

Name of Principal (Contractor) with address:

Penal Sum of Security (express in words and figures)

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Executive Director (Operations-I), Sindh Solid Waste Management Board) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Executive Director (Operations-I), Sindh Solid Waste Management Board, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Executive Director (Operations-I), Sindh Solid Waste Management Board's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Executive Director (Operations-I), Sindh Solid Waste Management Board all also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then,

this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Executive Director (Operations-I), Sindh Solid Waste Management Board without delay upon the Executive Director (Operations-I), Sindh Solid Waste Management Board first written demand without cavil or arguments and without requiring the Executive Director (Operations-I), Sindh Solid Waste Management Board to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Executive Director (Operations-I), Sindh Solid Waste Management Board's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Executive Director (Operations-I), Sindh Solid Waste Management Board designated Bank & Account Number.

PROVIDED ALSO THAT the Executive Director (Operations-I), Sindh Solid Waste Management Board shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Executive Director (Operations-I), Sindh Solid Waste Management Board forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

<p>Witness:</p> <p>1. _____</p> <p>_____</p> <p>Corporate Secretary (Seal)</p> <p>2. _____</p> <p>_____</p> <p>(Name, Title & Address)</p>	<p>_____</p> <p>Guarantor (Bank)</p> <p>1. Signature _____</p> <p>2. Name _____</p> <p>3. Title _____</p> <p>_____</p> <p>Corporate Guarantor (Seal)</p>
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FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the ___ day of _____ 2016 ___ between _____(hereinafter called the Executive Director (Operations-I), Sindh Solid Waste Management Board) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Executive Director (Operations-I), Sindh Solid Waste Management Board is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed 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 hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BOQ);
 - (e) The Specifications; and
 - (f) The Drawings (attached).
3. In consideration of the payments to be made by the Executive Director (Operations-I), Sindh Solid Waste Management Board to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Executive Director (Operations-I), Sindh Solid Waste Management Board to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Executive Director (Operations-I), Sindh Solid Waste Management Board hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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 Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Executive Director
(Operations-I), Sindh Solid Waste
Management Board

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

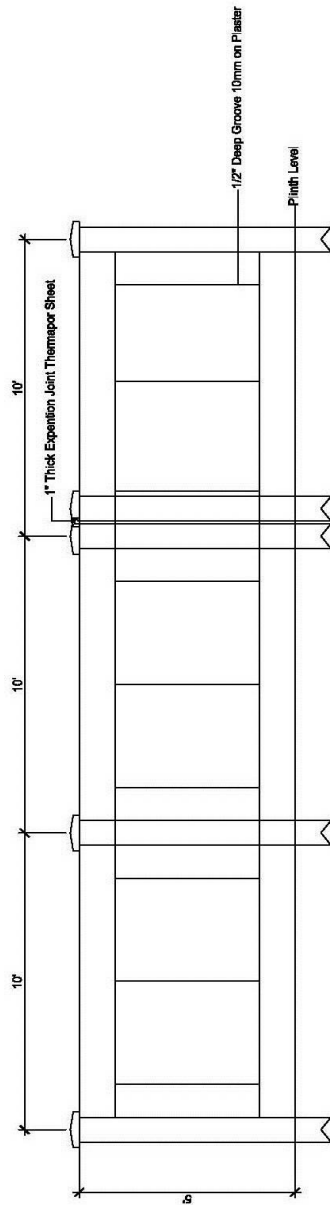
***BILL OF QUANTIITES**

Construction of Boundary Wall around SSWMB Land Fill Site at Deh Jam Chakro (Near Surjani Town) Karachi (Civil Works).

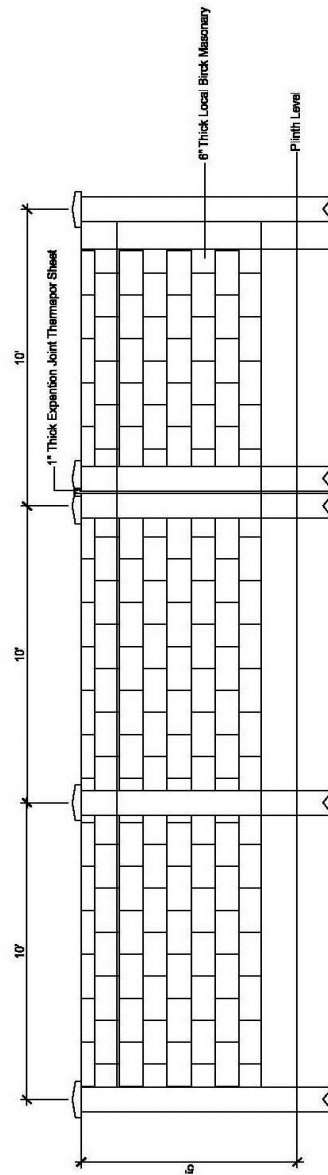
SCHEDULE OF PRICE (B o Q)
Description and rate of items based on Composite Scheduled of Rates.

Sr. No	Quantities	Description of Item to be Executed at Site	Rate	Unit	Amount in Rupees
1.	120615	Excavation in foundation of building bridges and other structure i/c dag belling refilling around structure with excavated earth watering ramming lead up to 5ft (c) in hard soil (Gen Sch. P-2, Item No. 6(b)).	3176/25	% Cft.	383,103
2.	12062	Excavation in rocks, dressed to designed section, grades and profiles, excavated material disposal off within 100ft. lift upto 5ft. (Gen. Sch. Page No.2 6(b)).	10133/-	% Cft.	122,224
3.	12062	Excavation in hard rock requiring blasting and disposal of excavation material (blasted material) upto 50 ft. lead (including dressing and leveling to designed section etc, complete. (Gen P. 2 Item No. 7 (b))	25936.00	% Cft.	312,840
4.	20102.50	Providing / Laying cement concrete brick or stone ballast 1-1/2" to 2" gauge etc complete (in ratio 1 : 4 : 8)	9416/28	% Cft	1892,908
5.	105006	Erection and removal of centering for R.CC or plain cement concrete work of partial wood (2 nd class) Gen. Sch. Page no.17 (b).	3127.41	% Sft	3283,962
6.	39377.25	P/L cement concrete plain including placing compacting finishing & curing etc complete i/c screening and washing stone aggregate without shuttering (Gen Sch P-15/ 5 f)(in ratio 1:2:4)	14429/25	% Cft	56,81,842
7.	29734.21	Reinforced cement concrete work i/c all labour ^ material except the cost of steel reinforcement & its labour for binding & binding which will be paid separately. This rate also i/c all kinds of forms moulds lifting shuttering curing, rendering & finishing the exposed surface (i/c screening & washing of single) a) RCC work in roof slab beams columns rafts lintels & other structural	337/=	P- C ft	10,020,429

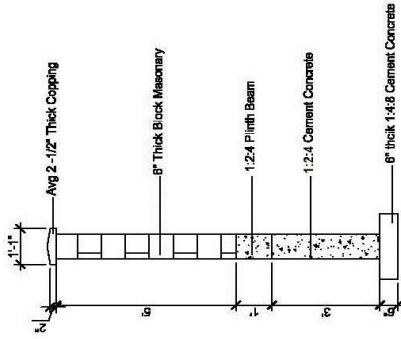
		members laid in situ precast laid in position complete in all respect (90) lbs cement 2 cft sand 4 cft single 8 to ¼ gauge) etc complete (Gen Sch P-18/6-a (1) (Ratio 1: 2 : 4)			
8.	1327.42	Fabrication of mild steel reinforcement using tore bars for cement concrete i/c cutting laying bending in position making joints & fastening i/c cost of binding wire (also i/c removal of rust from bars) etc complete (Gen Sch P-18/7.b)	5001/70	P. C ft	6,624,352
9.	43752.50	Providing / Laying 1:3:6 cement concrete Solid Block masonry wall 8" and below in thickness set in 1:6 cement sand mortar in ground floor super structure including raking out joints & curing etc complete (SchBuil P-18 (22	15771.01	% Cft	6,900,211
10.	20433.60	Providing and laying 2" thick topping cement concrete (1:2:4) I/C surface finishing and dividing into panels: (Gen Sch P-41/16 (b)	3275/50	% Sft	6,69,303
11.	17,5010	Providing / Laying Cement Plaster ¾" " thick in 1:4 ration upto 20 ft height etc complete(Gen Sch P-51 / 11 (c)	3015/76	% Sft	52,77,882
12.	144.00	Making and fixing steel grated door complete with 1/16" thick sheeting including angle iron frame 2 x 2 x 3/8 and ¾" sq. yards 4" c/c with locking arrangement. (G.S.I No. 24 Page No. 91).	726/72	P.Sft	1,04,648
13.	245960.00	White Washing One Coat (1 st coat over primary coat). (Gen Sch P. 53 Item No. 26 (a)	416/63	P.%Sft	10,24,743
14.	245960.00	Color washing two coats. (Gen Sch P. 53 Item No. 25 (b)	859.90	% Sft.	21,150,10
15.	288.00	Preparing surface and painting of doors and windows any type, (including edge) (Gen Sch Page. 69 (c))	2116.41	% Sft	6095
16.	1200	Providing "expansion joint" in concrete work of 9" wide corrugated PVC waterstop (with bulb) i.c soldering cost of material and labour etc complete. (Sch PHED Page. 56 Item No. 2)	3603.40	% Sft	43,241
Total					44,558,752/-



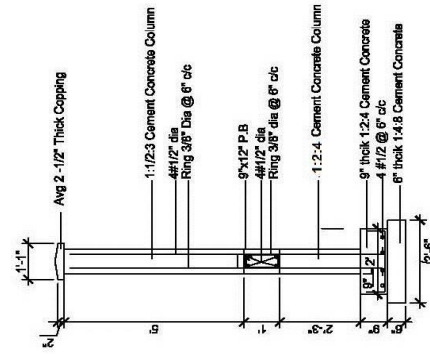
3/4" Cement Plaster Boundary Wall Detail Inner & Outer Side



Block Masonry Boundary Wall Detail



Situ & Wall Detail



Column Footing Detail

Premium quoted by the contractor	% above /below	
Grand to Amount in Rs.		
Grand to Amount in Words.	_____	

Tender are required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant documents required. In case of any deviation / incomplete documents from tenderer will be prohibited for competing in the tender / render their offer in invalid.

Pay Order/ Demand Draft No. _____ drawn on _____ (Name & address of the Bank) for an Amount of Rs.

_____ in words (_____) of Bid Security equal to 5% of the total bid amount (original must be attached with Bid).

Full Name & Address of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

GOVERNMENT OF SINDH

Say No to Corruption

MODIFIED TENDER DOCUMENT

Reference No.
SSWMB/NIT-3.2/2017-18

[Single Stage – One Envelope Procedure]
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

Work 3.2

Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road) Karachi

Estimated Cost:	Rs.44.56 Million	Tender Cost:	3,000/-
Time Limit:	18 Months		
To be Opened on:	24.11.2017	Validity of Tender:	90 days

Executive Director (Operations-I)

Note:

- This document is also available on SPPRA website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender Cost fee.*
- All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

Client:

Bungalow No. 13 Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi
Tel No. 021-9933 3706 - 07 Fax 021-9933 3700
URL: www.sswmb.gos.pk Email: info@sswmb.gos.pk

BIDDING DOCUMENT FOR
(Reference No. SSWMB-NIT-3.2/2017-18)

Work-3.2

Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road) Karachi.

BID PRICE:

TENDER DOCUMENT

(CIVIL WORK)

Date of opening:	24 th November, 2017 at 1530 hours
Place of opening:	Committee Room, Sindh Solid Waste Management Board, bungalow# 13, Al-Hamra, Housing society, Shaheed e Millat Road – Karachi
Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	
Bid Price:	
Amount in Numbers [Pak Rs. _____.]	
Amount in Figures [Pak Rs. _____.]	

SEAL AND SIGNATURE OF THE CONTRACTOR

INVITATION FOR BIDS

ALL INTERESTED BIDDERS / CONCERNED ARE HEREBY INFORMED TO NOTE THE FOLLOWING IN THE TENDERS PUBLISHED IN DAILY DAWN, JANG, & KAWISH ON 26TH OCTOBER 2017 AND UPLOADED ON SPPRA WEBSITE (WWW.PPRASINDH.GOV.PK) AS WELL AS AT SSWMB WEBSITE (WWW.SSWMB.GOS.PK):

MINOR CORRECTION HAVE BEEN MADE IN THE BIDDING DOCUMENTS OF NIT-3, 4, 5, 6, 7 & 8 OF 2017-18. BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS AS PER MODIFIED BIDDING DOCUMENT ON FOLLOWING REVISED SCHEDULE.

REVISED SCHEDULE

S. No.	Schedule	Date & Time	Venue
1.	Issuance of modified Bidding Documents	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	24-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board , Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	24-11-2017 at 1530 hours	

All other Terms and Conditions of tenders shall remain same.

Deputy Director (Procurement)
Sindh Solid Waste Management Board
Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi
Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

NOTICE INVITING TENDER
(SSWMB/NIT-3, 4, 5, 6, 7 & 8 / 2017-18)

Government of Sindh under an Act of Sindh Assembly has established Sindh Solid Waste Management Board (SSWMB) to manage Municipal Solid Waste, Medical Hazardous Waste and Industrial Hazardous Waste in an integrated and holistic manner in Karachi and all other cities and towns of the Province. Sindh Solid Waste Management Board (SSWMB) invites sealed bids from interested Contractors / Firms for carrying out the Works / Services mentioned below under *SINGLE STAGE – ONE ENVELOPE PROCEDURE*:

TENDER REFERENCE NUMBER	NAME OF WORK	ESTIMATED COST	TENDER COST
NIT-3/2017-18			
NIT-3.1/2017-18	Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works)	49.300 Million	Rs. 3000/-
NIT-3.2/2017-18	Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road), Karachi. (Civil Works)	49.300 Million	Rs. 3000/-
NIT-4/2017-18			
NIT-4.1/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi.	Open Rate	Rs. 3000/-
NIT-4.2/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub River Road), Karachi.		Rs. 3000/-
NIT-5/2017-18			
NIT-5/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at two different sites of Landfill Site in Karachi.	Open Rate	Rs. 3000/-
NIT-6/2017-18			
NIT-6/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at six different sites of GTS in Karachi.	Open Rate	Rs. 3000/-
NIT-7/2017-18			
NIT-7/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pitless / Portable / Moveable Electronic Weighbridge along with customizable software at different designated locations in Karachi.	Open Rate	Rs. 3000/-
NIT-8/2017-18			
NIT-8/2017-18	Customization of Weigh Bridge Software and its Operation / Maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB Landfill Site & GTS in Karachi.	Open Rate	Rs. 3000/-
TENDER SCHEDULE			
Sr. No.	Schedule	Date & Time	Venue
1.	Issuance of Bidding Documents	From 27-10-2017 to 13-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	13-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	13-11-2017 at 1530 hours	

- Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through **PAY ORDER OR BANK DRAFT of Pak Rs.3,000/- (for each work)** in favor of **Sindh Solid Waste Management Board** as per schedule given above from the office of **Assistant Director (Finance)**, SSWMB during office hours. Alternatively the documents may also be downloaded from the website www.pprasindh.gov.pk or www.sswmb.gos.pk. The companies downloading the documents from the websites must submit Tender Document Fee in the shape of Pay Order or Demand Draft as mentioned above at the time of submission of the bid.
- Bid Security of amount equivalent to 5% of the total quoted bid amount must be attached with the bids.
- Proof of Registration with FBR (NTN / Sales Tax) and Sindh Revenue Board (SRB) is to be submitted with the bids.
- The Bids must be in sealed envelope and submitted **SEPARATE FOR EACH WORK / SERVICES**.
- The envelope must clearly state:
 - Name of the Work (e.g. Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works) and;**
 - Tender Reference Number as mentioned on the bid document (e.g. SSWMB/NIT.3.1/2017-18).**
- In case, the date of opening of bids is declared as a public holiday or non-working day due to force Majeure, the next official working day shall be deemed to be date for issuance, submission and opening of tenders. The time and venue shall remain unchanged.
- Sindh Solid Waste Management Board** shall not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules, 2010 (Amended 2017).

Deputy Director (Procurement)
Sindh Solid Waste Management Board
Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi
Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

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INSTRUCTIONS TO BIDDERS

Note: *(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).*

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Executive Director (Operations-I), Sindh Solid Waste Management Board (SSWMB) as defined in the Bidding Data (hereinafter called - the Procuring Agency wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as -the Works).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

Sindh Solid Waste Management Board, Government of Sindh.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works i.e. C-5 or above having codes (CE10).

b) Information provided in Technical Proposal:-

- (i) Company profile;
- (ii) Works of similar nature and size for each performed in last 3 years;
- (iii) List of Construction equipments;
- (iv) Financial statement of last 3 years;
- (v) Information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and Executive Director (Operations-I), Sindh Solid Waste Management Board will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum (if issued) in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities(BOQ)
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be performed by subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
5. Specifications
6. Drawings, (attached)

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Executive Director (Operations-I), Sindh Solid Waste Management Board at the Sindh Solid Waste Management Board address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and Executive Director (Operations-I), Sindh Solid Waste Management Board shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22)

- 6.1 At any time prior to the deadline for submission of Bids, the Executive Director (Operations-I), Sindh Solid Waste Management Board may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Executive Director (Operations-I), Sindh Solid Waste Management Board.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Executive Director (Operations-I), Sindh Solid Waste Management Board may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 All documents relating to the Bid shall be in the English language in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - (a) Offer / Covering Letter.
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with IB.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with IB.2(c) & IB.11
 - (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices. For items not covered under Schedule Rates, the prices shall be quoted on Item Rate Basis.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Executive Director (Operations-I), Sindh Solid Waste Management Board in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as 5% percentage of the offered bid price in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Executive Director (Operations-I), Sindh Solid Waste Management Board valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Executive Director (Operations-I), Sindh Solid Waste Management Board as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
 - (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4(b) hereof; or
 - (c) In the case of a successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security or
 - (ii) Sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period of 90 days after the date of bid opening.
- 14.2 In exceptional circumstances, Executive Director (Operations-I), Sindh Solid Waste Management Board may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.

- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them -ORIGINAL and -COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Executive Director (Operations-I), Sindh Solid Waste Management Board as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by Executive Director (Operations-I), Sindh Solid Waste Management Board at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Executive Director (Operations-I), Sindh Solid Waste Management Board at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, Executive Director (Operations-I), Sindh Solid Waste Management Board will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

- 15.4 Any bid received by Executive Director (Operations-I), Sindh Solid Waste Management Board after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Executive Director (Operations-I), Sindh Solid Waste Management Board prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 Procurement Committee constituted by Sindh Solid Waste Management Board will open the bids, in the presence of bidders representatives who choose to attend, on 24th November, 2017 at 1530 hours in the Committee Room of SSWMB.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procurement Committee, Sindh Solid Waste Management Board at its discretion may consider appropriate, will be announced by the Procurement Committee at the bid opening. Secretary, Procurement Committee, Sindh Solid Waste Management Board will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Procurement Committee may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Procurement Committee will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Executive Director (Operations-I), Sindh Solid Waste Management Board in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Executive Director (Operations-I), Sindh Solid Waste Management Board provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Sindh Solid Waste Management Board and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Procurement Committee constituted by Sindh Solid Waste Management Board will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

16.8 Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed. In evaluating the bids, the Director (LFS) / Engineer / Executive Director (Operations-I), Sindh Solid Waste Management Board shall determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact any officer / official of Sindh Solid Waste Management Board on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procurement Committee, Sindh Solid Waste Management Board. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in **“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below SPPRule2(q);
- (i) **“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of Sindh Solid Waste Management Board authorities to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

18.1 The Executive Director (Operations-I), Sindh Solid Waste Management Board at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19. Award Criteria & Executive Director (Operations-I), Sindh Solid Waste Management Board Right

19.1 Subject to IB.19.2, the Procuring Agency i.e. Sindh Solid Waste Management Board shall award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

19.2 Notwithstanding IB.19.1, the Procuring Agency i.e. Sindh Solid Waste Management Board reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Executive Director (Operations-I), Sindh Solid Waste Management Board action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Executive Director (Operations-I), Sindh Solid Waste Management Board, the Executive Director (Operations-I), Sindh Solid Waste Management Board will notify the successful bidder in writing (-Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, Executive Director (Operations-I), Sindh Solid Waste Management Board will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Executive Director (Operations-I), Sindh Solid Waste Management Board and the successful bidder duly stamped at rate of 0.3% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Executive Director (Operations-I), Sindh Solid Waste Management Board.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Executive Director (Operations-I), Sindh Solid Waste Management Board a Performance Security **5%** of total bid in the form of Pay Order / Bank Draft in favour of Sindh Solid Waste Management Board should reach in office of the **Assistant Director (Finance)**, Sindh Solid Waste Management Board, Government of Sindh, Bungalow# 13, Al Hamra Housing Society, Shaheed e Millat Road, Karachi in form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP Rule 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
 - (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

BIDDING DATA

(The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders).

Instruction to Bidders

Clause Reference

- 1.1 **Name of Procuring Agency**
Sindh Solid Waste Management Board

Brief Description of Works

Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road) Karachi

- 5.1
- (a) Procuring Agency address:
Executive Director (Operations-I), Sindh Solid Waste Management Board
Bungalow# 13, Al Hamra, Housing Society, Shaheed E Millat Road, Karachi
Ph: +92 21 9933 3706-7
Fax: +92 21 9933 3700
Email: info@sswmb.gos.pk
Website: www.sswmb.gos.pk
- (b) Director (LFS) / Engineer's address:
Director (LFS), Sindh Solid Waste Management Board
Bungalow# 13, Al Hamra, Housing Society, Shaheed E Millat Road, Karachi
Ph: +92 21 9933 3706-7
Fax: +92 21 9933 3700
Email: info@sswmb.gos.pk
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:
- i. Financial capacity:
(must have turnover of Rs. 50 Million or above);
- ii. Technical capacity:
PEC Category C-5 or above having codes (CE10).
One B.E Civil with 15 years' experience.
One DAE Civil with 10 years' experience.
One DAE Civil with 05 years' experience.
- iii. Construction Capacity:
1 Mixer, 1 Tractor, 1 Dumper, 1 Compactor & three pair of each basic equipment.

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 Amount of Bid Security

5% of the bid amount

14.1 Period of Bid Validity

90 days

14.4 Number of Copies of the Bid to be submitted:

One original plus One Copy

14.6 (a) Procuring Agency Address for the Purpose of Bid Submission

Executive Director (Operations-I), Sindh Solid Waste Management Board
Bungalow# 13, Al Hamra, Housing Society, Shaheed E Millat Road, Karachi

15.1 Deadline for Submission of Bids

24th November, 2017 at 1500 hours

16.1 Venue, Time, and Date of Bid Opening

Venue: Committee Room, Sindh Solid Waste Management Board,
Bungalow# 13, Al Hamra, Housing Society, Shaheed E Millat Road, Karachi

24th November, 2017 at 1530 hours

Responsiveness of Bids

- (i) Bid is valid till required period,
- *(ii) This is a Fixed Price Contract, Bid prices are firm during currency of contract/Price adjustment and no escalation of price shall be allowed;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference SSWMB/NIT-3.2/2017-18

Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road) Karachi.

The Executive Director (Operation-I),
Sindh Solid Waste Management Board,
Karachi

Dear Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address

_____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____ (Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. _____ (Rupees _____) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the

Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address _____

Witness:

(Signature) _____

Name: _____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

Items			Page No.
•	Schedule A	to Bid: Schedule of Prices	25-26
•	Schedule B	to Bid: Specific Works Data	27
•	Schedule C	to Bid: Works to be Performed by Subcontractors	28
•	Schedule D	to Bid: Proposed Program of Works	29
•	Schedule E	to Bid: Method of Performing Works	30
•	Schedule F	to Bid: Integrity Pact	31

Preamble to Schedule of Prices

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).
As per Government of Sindh

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related

items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Sindh Solid Waste Management Board when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- * (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs, which he expects to incur the performance of the Works, and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Director (LFS) / Engineer / Executive Director (Operations-I), Sindh Solid Waste Management Board. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Director (LFS) / Engineer / Executive Director (Operations-I), Sindh Solid Waste Management Board to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Director (LFS) / Engineer have given written instructions in advance for additional work to be paid for in that way.

***SPECIFIC WORKS DATA**

Work will be itemized work based on Sindh Schedule and each item whether linked to other item or not for execution will be considered as one work.

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. (<i>attach evidence</i>)
-------------------------------------	-------------------------------------	--

The work shall not be sublet to sub-contractor

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Executive Director (Operations-I), Sindh Solid Waste Management Board.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Executive Director (Operations-I), Sindh Solid Waste Management Board’s judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY CONTRACTORS
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
[Procuring Agency]

[Contractor]

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Executive Director (Operations-I), Sindh Solid Waste Management Board requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Executive Director (Operations-I), Sindh Solid Waste Management Board drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Executive Director (Operations-I)”, Sindh Solid Waste Management Board means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Executive Director (Operations-I), Sindh Solid Waste Management Board) any assignee.
- 1.1.6 “Party” means the Executive Director (Operations-I), Sindh Solid Waste Management Board or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time” for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 “Country” means the Islamic Republic of Pakistan.

1.1.13 “Executive Director (Operations-I), Sindh Solid Waste Management Board Risks” means those matters listed in Sub-Clause 6.1.

1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 “Site” means the places provided by the Executive Director (Operations-I), Sindh Solid Waste Management Board where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 “Variation” means a change which is instructed by the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board under Sub-Clause 10.1.

1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 “Director (LFS) / Engineer” means the person notified by the Executive Director (Operations-I), Sindh Solid Waste Management Board to act as Director (LFS) / Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations.
Words importing singular or one gender shall include plural or the other

gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE EXECUTIVE DIRECTOR (Operations-I), SINDH SOLID WASTAGE MANAGEMENT BOARD**

2.1 **Provision of Site**

The Executive Director (Operations-I), Sindh Solid Waste Management Board shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Executive Director (Operations-I), Sindh Solid Waste Management Board shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Director (LFS) / Engineer's/ Executive Director (Operations-I), Sindh Solid Waste Management Board's Instructions**

The Contractor shall comply with all instructions given by the Executive Director (Operations-I), Sindh Solid Waste Management Board or the Director (LFS) / Engineer, if notified by the Executive Director (Operations-I), Sindh Solid Waste Management Board in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Executive Director (Operations-I), Sindh Solid Waste Management Board shall affect the Contractor's obligations.

3. DIRECTOR (LFS) / ENGINEER'S/ EXECUTIVE DIRECTOR (Operations-I), SINDH SOLID WASTAGE MANAGEMENT BOARD 'S REPRESENTATIVES

3.1 Authorized Person

The Executive Director (Operations-I), Sindh Solid Waste Management Board shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Executive Director (Operations-I), Sindh Solid Waste Management Board shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Director (LFS) / Engineer's/ Executive Director (Operations-I), Sindh Solid Waste Management Board Representative

The name and address of Director (LFS) / Engineer's/ Executive Director (Operations-I), Sindh Solid Waste Management Board's Representative is given in Contract Data. However the Contractor shall be notified by the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Executive Director (Operations-I), Sindh Solid Waste Management Board for such appointment which consent shall not be withheld without plausible reason(s) by the Executive Director (Operations-I), Sindh Solid Waste Management Board. Such authorized representative may be substituted / replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Executive Director (Operations-I), Sindh Solid Waste Management Board as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Executive Director (Operations-I), Sindh Solid Waste Management Board.

4.4 **Performance Security**

The Contractor shall furnish to the Executive Director (Operations-I), Sindh Solid Waste Management Board within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. **DESIGN BY CONTRACTOR**

1.1 **Not Applicable**

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board shall be responsible for the Specifications and Drawings.

6. **EXECUTIVE DIRECTOR (Operations-I), SINDH SOLID WASTAGE MANAGEMENT BOARD'S RISKS.**

1.1 The Executive Director (Operations-I), Sindh Solid Waste Management Board
The Executive Director (Operations-I), Sindh Solid Waste Management Board's Risks are:-

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) Use or occupation by the Executive Director (Operations-I), Sindh Solid Waste Management Board of any part of the Works, except as may be specified in the Contract;

- g) Late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Executive Director (Operations-I), Sindh Solid Waste Management Board's personnel or by others for whom the Executive Director (Operations-I), Sindh Solid Waste Management Board is responsible;
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Executive Director (Operations-I), Sindh Solid Waste Management Board and accepted by the Executive Director (Operations-I), Sindh Solid Waste Management Board.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Director (LFS) / Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Director (LFS) / Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Director (LFS) / Engineer within such period as may be prescribed by the Director (LFS) / Engineer for the same; and the Director (LFS) / Engineer may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Executive Director (Operations-I), Sindh Solid Waste Management Board for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Director (LFS) / Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Director (LFS) / Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Executive Director (Operations-I), Sindh Solid Waste Management Board, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Executive Director (Operations-I), Sindh Solid Waste Management Board to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Executive Director (Operations-I), Sindh Solid Waste Management Board may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer in writing and if the same are not refuted/denied by the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) Preferably contractor should submit a rate and its rate analysis for approval if demanded by the Director (LFS) / Engineer, and the Director (LFS) / Engineer will be final authority of approval.
- b) at a lump sum price agreed between the Parties, or
- c) where appropriate, at rates in the Contract, or
- d) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- e) at appropriate new rates, as may be agreed or which the Director (LFS) / Engineer considers appropriate, or
- f) if the Director (LFS) / Engineer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 45% percent (weather increase or decrease), provided the change exceeds 1 percent of the Initial Contract Price, the Director (LFS) / Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Director (LFS) / Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Executive Director (Operations-I), Sindh Solid Waste Management Board.
- c) If requested by the Director (LFS) / Engineer, the contractor shall provide the Director (LFS) / Engineer with a detailed cost breakdown of any rate in the Bill of Quantities. Change in drawings the construction drawings can be different from tender drawings, hence advised to visit site and consultant Director (LFS) / Engineer before quoting rates.

10.4 Early Warning

The Contractor shall notify the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board in writing as soon as

he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Executive Director (Operations-I), Sindh Solid Waste Management Board s Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of and Executive Director (Operations-I), Sindh Solid Waste Management Board Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Director (LFS) / Engineer within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Director (LFS) / Engineer an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board shall check and if possible agree the value. In the absence of agreement, the Executive Director (Operations-I), Sindh Solid Waste Management Board shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Director (LFS) / Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Executive Director (Operations-I), Sindh Solid Waste Management Board certificate has been jointly verified by Executive Director (Operations-I), Sindh Solid Waste Management Board and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Executive Director (Operations-I), Sindh Solid Waste Management Board and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Executive Director (Operations-I), Sindh Solid Waste Management Board to make payment within 90 days then Executive Director (Operations-I), Sindh Solid Waste Management Board shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) The value of the Works executed less to the cumulative amount paid previously; and
- b) Value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Director (LFS) / Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Executive Director (Operations-I), Sindh Solid Waste Management Board shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Executive Director (Operations-I), Sindh Solid Waste Management Board to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Director (LFS) / Engineer to verify and the Director (LFS) / Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Executive Director (Operations-I), Sindh Solid Waste Management Board together with any documentation reasonably required to enable the Executive Director (Operations-I), Sindh Solid Waste Management Board to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Director (LFS) / Engineer, the Executive Director (Operations-I), Sindh Solid Waste Management Board shall pay to the Contractor any amount due to the Contractor. While making such payment the Executive Director (Operations-I), Sindh Solid Waste Management Board may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Director (LFS) / Engineer/ Executive Director

(Operations-I), Sindh Solid Waste Management Board or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Executive Director (Operations-I), Sindh Solid Waste Management Board may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Executive Director (Operations-I), Sindh Solid Waste Management Board notice, the Executive Director (Operations-I), Sindh Solid Waste Management Board may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Executive Director (Operations-I), Sindh Solid Waste Management Board instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Executive Director (Operations-I), Sindh Solid Waste Management Board

If the Executive Director (Operations-I), Sindh Solid Waste Management Board fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Executive Director (Operations-I), Sindh Solid Waste Management Board receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Executive Director (Operations-I), Sindh Solid Waste Management Board receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Executive Director (Operations-I), Sindh Solid Waste Management Board instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Executive Director (Operations-I), Sindh Solid Waste Management Board is entitled,
- c) If the Executive Director (Operations-I), Sindh Solid Waste Management Board has terminated under Sub-Clause 12.1 or 12.3, the Executive Director (Operations-I), Sindh Solid Waste Management Board shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not

executed at the date of the termination, and

d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Executive Director (Operations-I), Sindh Solid Waste Management Board /Director (LFS) / Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Executive Director (Operations-I), Sindh Solid Waste Management Board. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Executive Director (Operations-I), Sindh Solid Waste Management Board d Risks, the Contractor shall indemnify the Executive Director (Operations-I), Sindh Solid Waste Management Board or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Executive Director (Operations-I), Sindh Solid Waste Management Board. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The cost of his demobilization, and
- c) Less any sums to which the Executive Director (Operations-I), Sindh Solid Waste Management Board is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the

Contract Data except for items (a) to (e) and (i) of the Executive Director (Operations-I), Sindh Solid Waste Management Board 's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Executive Director (Operations-I), Sindh Solid Waste Management Board. The Contractor shall provide the Director (LFS) / Engineer/ Executive Director (Operations-I), Sindh Solid Waste Management Board with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Executive Director (Operations-I), Sindh Solid Waste Management Board may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Director (LFS) / Engineer's Decision

If a dispute of any kind whatsoever arises between the Executive Director (Operations-I), Sindh Solid Waste Management Board and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Director (LFS) / Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Director (LFS) / Engineer shall give notice of his decision to the Executive Director (Operations-I), Sindh Solid Waste Management Board (Director (LFS) / Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Executive Director (Operations-I), Sindh Solid Waste Management Board (Director (LFS) / Engineer) shall give effect forthwith to every such decision of the Director (LFS) / Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Director (LFS) / Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Director (LFS) / Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Director (LFS) / Engineer of the department or decision is not given in time then he can approach Executive Director (Operations-I), Sindh Solid

Waste Management Board within 14 days, in case of dissatisfaction with decision of Executive Director (Operations-I), Sindh Solid Waste Management Board or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Executive Director (Operations-I), Sindh solid wastage management board shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Executive Director (Operations-I), Sindh Solid Waste Management Board as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Executive Director (Operations-I), Sindh Solid Waste Management Board instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Executive Director (Operations-I), Sindh Solid Waste Management Board under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency Drawings, (*attached*)
- 1.1.4 The Procuring Agency means
Executive Director (Operations-I), Sindh Solid Waste Management Board
- 1.1.5 **The Contractor** means

- 1.1.7 **Commencement Date** means the date of issue of Director (LFS) / Engineer's Notice to Commence which shall be issued within Seven (07) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion**
18 months
- 1.1.20 **Director (LFS) / Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**
Executive Director (Operations-I), Sindh Solid Waste Management Board
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices (g).
 - (g) The Drawings, (Attached)
 - (h) The Specifications
- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 **Authorized person:**
Executive Director (Operations-I), Sindh Solid Waste Management Board
- 3.2 Name and address of **Executive Director (Operations-I), Sindh Solid Waste Management** representative:
Director (LFS) / Engineer
- 4.4 **Performance Security:**
5%
- 5.1 **Requirements for Contractor's design (if any):**
Specification Clause No's N/A

- 7.2 **Programme:**
Time for submission: Within fourteen (14) days* of the Commencement Date.
Form of programme: _____ (*Bar Chart/CPM/PERT or other*)
- 7.4 Amount payable due to failure to complete shall be 05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 **Early Completion**
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.
- 9.1 **Period for remedying defects**
as per bidding documents
- 10.2 (e) **Variation procedures:**
Day work rates as per bidding documents
- 11.1 **Terms of Payments**
a) **Mobilization Advance**
Mobilization advance shall not be applicable
- 11.2 **Valuation of the Works:**
i) Lump sum price _____ (details), or
ii) Lump sum price with schedules of rates _____ (details), or
iii) Lump sum price with bill of quantities _____ (details), or
iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and
v) Cost reimbursable _____ (details).

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Executive Director (Operations-I),
Sindh Solid Waste Management Board)

Name of Guarantor (Scheduled Bank in Pakistan) with address:

Name of Principal (Bidder) with address:

Sum of Security (express in words and figures):

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called Executive Director (Operations-I), Sindh Solid Waste Management Board) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Executive Director (Operations-I), Sindh Solid Waste Management Board; and

WHEREAS, the Executive Director (Operations-I), Sindh Solid Waste Management Board has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Executive Director (Operations-I), Sindh Solid Waste Management Board, conditioned as under:

- (1) That the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;

- (2) That in the event of;
- (a) The Principal withdraws his Bid during the period of validity of Bid, or
 - (b) The Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) Failure of the successful bidder to
 - (i) Furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) Sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

The entire sum be paid immediately to the said Executive Director (Operations-I), Sindh Solid Waste Management Board for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Executive Director (Operations-I), Sindh Solid Waste Management Board in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Executive Director (Operations-I), Sindh Solid Waste Management Board for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Executive Director (Operations-I), Sindh Solid Waste Management Board the said sum stated above upon first written demand of the Executive Director (Operations-I), Sindh Solid Waste Management Board without cavil or argument and without requiring the Executive Director (Operations-I), Sindh Solid Waste Management Board to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Executive Director (Operations-I), Sindh Solid Waste Management Board

PROVIDED ALSO THAT the Executive Director (Operations-I), Sindh Solid Waste Management Board shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the

requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Executive Director (Operations-I), Sindh Solid Waste Management Board forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:
1. _____

Corporate Secretary
(Seal)

1. Signature _____
2. Name _____
3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Executive Director (Operations-I), Sindh Solid Waste Management Board)

Name of Guarantor (Scheduled Bank in Pakistan) with address:

Name of Principal (Contractor) with address:

Penal Sum of Security (express in words and figures)

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Executive Director (Operations-I), Sindh Solid Waste Management Board) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Executive Director (Operations-I), Sindh Solid Waste Management Board, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Executive Director (Operations-I), Sindh Solid Waste Management Board's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Executive Director (Operations-I), Sindh Solid Waste Management Board all also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then,

this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Executive Director (Operations-I), Sindh Solid Waste Management Board without delay upon the Executive Director (Operations-I), Sindh Solid Waste Management Board first written demand without cavil or arguments and without requiring the Executive Director (Operations-I), Sindh Solid Waste Management Board to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Executive Director (Operations-I), Sindh Solid Waste Management Board's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Executive Director (Operations-I), Sindh Solid Waste Management Board designated Bank & Account Number.

PROVIDED ALSO THAT the Executive Director (Operations-I), Sindh Solid Waste Management Board shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Executive Director (Operations-I), Sindh Solid Waste Management Board forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness: 1. _____ _____ Corporate Secretary (Seal) 2. _____ _____ (Name, Title & Address)	_____ Guarantor (Bank) 1. Signature _____ 2. Name _____ 3. Title _____ _____ Corporate Guarantor (Seal)
---	---

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the Agreement) made on the ___ day of _____ 2016 ___ between _____(hereinafter called the Executive Director (Operations-I), Sindh Solid Waste Management Board) of the one part and _____ (hereinafter called the Contractor) of the other part.

WHEREAS the Executive Director (Operations-I), Sindh Solid Waste Management Board is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed 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 hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BOQ);
 - (e) The Specifications; and
 - (f) The Drawings (attached).
3. In consideration of the payments to be made by the Executive Director (Operations-I), Sindh Solid Waste Management Board to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Executive Director (Operations-I), Sindh Solid Waste Management Board to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Executive Director (Operations-I), Sindh Solid Waste Management Board hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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 Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Executive Director
(Operations-I), Sindh Solid Waste
Management Board

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

***BILL OF QUANTIITES**

**Construction of Boundary Wall around Landfill Site at Deh Gond Pass
(Hub River Road) Karachi.**

**SCHEDULE OF PRICE (B o Q)
Description and rate of items based on Composite Scheduled of Rates.**

Sr. No	Quantities	Description of Item to be Executed at Site	Rate	Unit	Amount in Rupees
1.	120615	Excavation in foundation of building bridges and other structure i/c dag belling refilling around structure with excavated earth watering ramming lead up to 5ft (c) in hard soil (Gen Sch. P-2, Item No. 6(b)).	3176/25	% Cft.	383,103
2.	12062	Excavation in rocks, dressed to designed section, grades and profiles, excavated material disposal off within 100ft. lift upto 5ft. (Gen. Sch. Page No.2 6(b)).	10133/-	% Cft.	122,224
3.	12062	Excavation in hard rock requiring blasting and disposal of excavation material (blasted material) upto 50 ft. lead (including dressing and leveling to designed section etc, complete. (Gen P. 2 Item No. 7 (b))	25936.00	% Cft.	3,12,840
4.	20102.50	Providing / Laying cement concrete brick or stone ballast 1-1/2" to 2" gauge etc complete (in ratio 1 : 4 : 8)	9416/28	% Cft	1892908
5.	105006	Erection and removal of centering for R.CC or plain cement concrete work of partial wood (2 nd class) Gen. Sch. Page no.17 (b).	3127.41	% Sft	3283962
6.	39377.25	P/L cement concrete plain including placing compacting finishing & curing etc complete i/c screening and washing stone aggregate without shuttering (Gen Sch P-15/ 5 f)(in ratio 1:2:4)	14429/25	% Cft	56,81,842
7.	29734.21	Reinforced cement concrete work i/c all labour ^ material except the cost of steel reinforcement & its labour for binding & binding which will be paid separately. This rate also i/c all kinds of forms moulds lifting shuttering curing,	337/=	P- C ft	10020429

		rendering & finishing the exposed surface (i/c screening & washing of single) a) RCC work in roof slab beams columns rafts lintels & other structural members laid in situ precast laid in position complete in all respect (90) lbs cement 2 cft sand 4 cft single 8 to ¼ gauge) etc complete (Gen Sch P-18/6-a (1) (Ratio 1: 2 : 4)			
8.	1327.42	Fabrication of mild steel reinforcement using tore bars for cement concrete i/c cutting laying bending in position making joints & fastening i/c cost of binding wire (also i/c removal of rust from bars) etc complete (Gen Sch P-18/7.b)	5001/70	P. C ft	6624352
9.	43752.50	Providing / Laying 1:3:6 cement concrete Solid Block masonry wall 8" and below in thickness set in 1:6 cement sand mortar in ground floor super structure including raking out joints & curing etc complete (SchBuil P-18 (22	15771.01	% Cft	69,00211
10.	20433.60	Providing and laying 2" thick topping cement concrete (1:2:4) I/C surface finishing and dividing into panels: (Gen Sch P-41/16 (b)	3275/50	% Sft	6,69,303
11.	17,5010	Providing / Laying Cement Plaster ¾" " thick in 1:4 ration upto 20 ft height etc complete(Gen Sch P-51 / 11 (c)	3015/76	% Sft	52,77,882
12.	144.00	Making and fixing steel grated door complete with 1/16" thick sheeting including angle iron frame 2 x 2 x 3/8 and ¾" sq. yards 4" c/c with locking arrangement. (G.S.I No. 24 Page No. 91).	726/72	P.Sft	1,04,648
13.	245960.00	White Washing One Coat (1 st coat over primary coat). (Gen Sch P. 53 Item No. 26 (a)	416/63	P.%Sft	10,24,743
14.	245960.00	Color washing two coats. (Gen Sch P. 53 Item No. 25 (b)	859.90	% Sft.	21,150,10
15.	288.00	Preparing surface and painting of doors and windows any type,	2116.41	% Sft	6095

		(including edge) (Gen Sch Page. 69 (c))			
16.	1200	Providing “expansion joint” in concrete work of 9” wide corrugated PVC waterstop (with bulb) i.c soldering cost of material and labour etc complete. (Sch PHED Page. 56 Item No. 2)	3603.40	% Sft	43,241
Total					44,558,752/-

Premium quoted by the contractor	% above /below	
Grand to Amount in Rs.		
Grand to Amount in Words.		

Tender are required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant documents required. In case of any deviation / incomplete documents from tenderer will be prohibited for competing in the tender / render their offer in invalid.

Pay Order/ Demand Draft No _____ drawn on _____ (Name & address of the Bank) for an Amount of Rs.

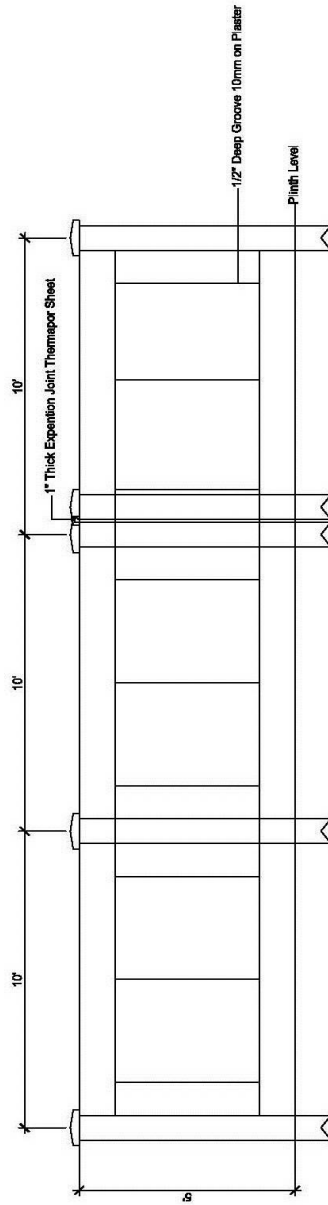
_____ in words (_____) of Bid Security equal to 5% of the total bid amount (original must be attached with Bid).

Full Name & Address of Firm _____

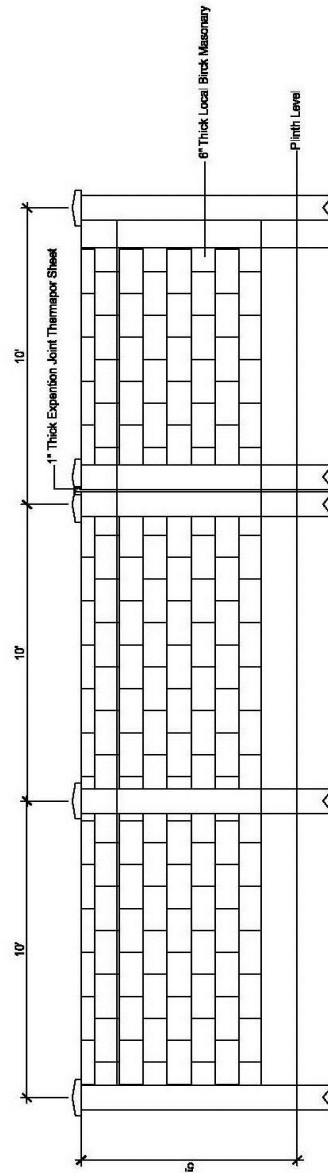
CNIC No. of authorized Person _____

Signature of Authorized Person _____

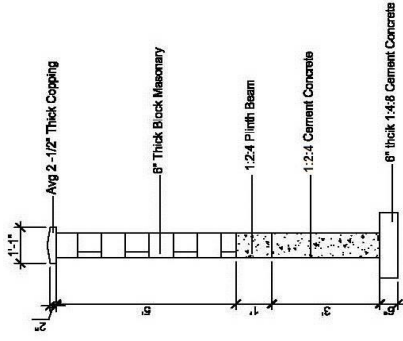
Seal / Stamp of Firm _____



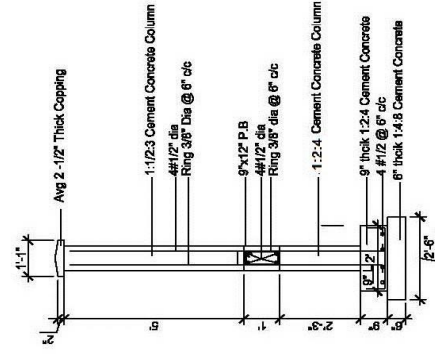
3/4" Cement Plaster Boundary Wall Detail Inner & Outer Side



Block Masonry Boundary Wall Detail



Situ & Wall Detail



Column Footing Detail

SITE PLAN FOR DEH GOND PASS (HUB RIVER ROAD) LAND FILL SITE



(ENGR. MUHAMMAD IRSHAD)
 ASSISTANT DIRECTOR (OPERATIONS)
 SINDH SOLID WASTE MANAGEMENT BOARD

(ENGR. GHULAM ABBAS MANGRIO)
 DEPUTY DIRECTOR (OPERATIONS)
 SINDH SOLID WASTE MANAGEMENT BOARD

(ENGR. KHALID ALI HASHMI)
 DEPUTY DIRECTOR (OPERATIONS)
 SINDH SOLID WASTE MANAGEMENT BOARD

GOVERNMENT OF SINDH

MODIFIED TENDER DOCUMENT

OPERATION / MAINTENANCE OF SSWMB LANDFILL SITE AT DEH JAM CHAKRO (NEAR SURJAANI TOWN) KARACHI

[Single Stage – One Envelope Procedure]
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

Reference: SSWMB/NIT-4.1/2017-18

Sindh Solid Waste Management Board,
Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e-Millat Road Karachi.
Phone: +92-21-99333704-06
Facsimile: +92-21-99333707
E-mail: info@sswmb.gos.pk URL: www.sswmb.gos.pk

Note:

- i. This document is also available on SPPRA and SSWMB website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender fee.*
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

Tender Document
(Reference No. SSWMB/NIT-4.1)

**OPERATION / MAINTENANCE OF SSWMB LANDFILL SITE AT
DEH JAM CHAKRO (NEAR SURJAANI TOWN) KARACHI**

[Single Stage – One Envelope Procedure]
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

SCHEDULE

Issuance	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours.
Bid Submission	24-11-2017 at 1500 hours
Bid Opening	24-11-2017 at 1530 hours

Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	

SEAL AND SIGNATURE OF
THE CONTRACTOR

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INVITATION FOR BIDS

Description of Work : **OPERATION / MAINTENANCE OF SSWMB LANDFILL SITE AT DEH JAM CHAKRO (NEAR SURJAANI TOWN) KARACHI.**

Name of Bidder : _____

MINIMUM BIDDER'S ELIGIBILITY CRITERIA

Sr. NO.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN.			
2.	SRB Registration.			
3.	Proof of payment of tender document fee.			
4.	Bid Security (5%).			
5.	Registration with PEC under Category-4.			
6.	Registration with EPA.			
7.	Minimum experience of two (02) years for Landfill Management / Solid Waste Management related works.			
8.	Proof of turnover of Rs. 50 Million & above during last three years. (Certificate of the bank to be attached).			
9.	List of litigation (if any) within last three (03) years, nature and status / outcome.			
10.	Affidavit / Undertaking that firm has never been blacklisted.			
11.	The contractor / firm whether individually / part of the consortium or Joint Venture, who is already performing waste transfer contracts (front end and middle end) with the SSWMB cannot participate in the tender in order to preempt conflict of interest. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
12.	The contractor / firm who is intend to participate in the tender (SSWMB/NIT-8), i.e. 'Customization of weigh bridge software and its operation / maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB landfill site & GTS in Karachi' can not participate in the Tender. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
13.	The contractor who is at defaulter in working with SSWMB cannot participate in the tender.			
14.	Bid document is signed, named and stamped by the authorized person of the firm along with Authorized letter.			

NOTE: - No bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria.

Signature of Contractor

ALL INTERESTED BIDDERS / CONCERNED ARE HEREBY INFORMED TO NOTE THE FOLLOWING IN THE TENDERS PUBLISHED IN DAILY DAWN, JANG, & KAWISH ON 26TH OCTOBER 2017 AND UPLOADED ON SPPRA **WEBSITE (WWW.PPRASINDH.GOV.PK) AS WELL AS AT SSWMB WEBSITE (WWW.SSWMB.GOS.PK):**

MINOR CORRECTION HAVE BEEN MADE IN THE BIDDING DOCUMENTS OF NIT-3, 4, 5, 6, 7 & 8 OF 2017-18. BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS AS PER MODIFIED BIDDING DOCUMENT ON FOLLOWING REVISED SCHEDULE.

REVISED SCHEDULE

S. No.	Schedule	Date & Time	Venue
1.	Issuance of modified Bidding Documents	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	24-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	24-11-2017 at 1530 hours	

All other Terms and Conditions of tenders shall remain same.

Deputy Director (Procurement)
Sindh Solid Waste Management Board

Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi

Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

NOTICE INVITING TENDER
(SSWMB/NIT-3, 4, 5, 6, 7 & 8 / 2017-18)

Government of Sindh under an Act of Sindh Assembly has established Sindh Solid Waste Management Board (SSWMB) to manage Municipal Solid Waste, Medical Hazardous Waste and Industrial Hazardous Waste in an integrated and holistic manner in Karachi and all other cities and towns of the Province. Sindh Solid Waste Management Board (SSWMB) invites sealed bids from interested Contractors / Firms for carrying out the Works / Services mentioned below under *SINGLE STAGE – ONE ENVELOPE PROCEDURE*:

TENDER REFERENCE NUMBER	NAME OF WORK	ESTIMATED COST	TENDER COST
NIT-3/2017-18			
NIT-3.1/2017-18	Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works)	49.300 Million	Rs. 3000/-
NIT-3.2/2017-18	Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road), Karachi. (Civil Works)	49.300 Million	Rs. 3000/-
NIT-4/2017-18			
NIT-4.1/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi.	Open Rate	Rs. 3000/-
NIT-4.2/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub River Road), Karachi.		Rs. 3000/-
NIT-5/2017-18			
NIT-5/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at two different sites of Landfill Site in Karachi.	Open Rate	Rs. 3000/-
NIT-6/2017-18			
NIT-6/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at six different sites of GTS in Karachi.	Open Rate	Rs. 3000/-
NIT-7/2017-18			
NIT-7/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pitless / Portable / Moveable Electronic Weighbridge along with customizable software at different designated locations in Karachi.	Open Rate	Rs. 3000/-
NIT-8/2017-18			
NIT-8/2017-18	Customization of Weigh Bridge Software and its Operation / Maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB Landfill Site & GTS in Karachi.	Open Rate	Rs. 3000/-

TENDER SCHEDULE

Sr. No.	Schedule	Date & Time	Venue
1.	Issuance of Bidding Documents	From 27-10-2017 to 13-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	13-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	13-11-2017 at 1530 hours	

- Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through **PAY ORDER OR BANK DRAFT of Pak Rs.3,000/- (for each work)** in favor of **Sindh Solid Waste Management Board** as per schedule given above from the office of **Assistant Director (Finance)**, SSWMB during office hours. Alternatively the documents may also be downloaded from the website www.pprasindh.gov.pk or www.sswmb.gos.pk. The companies downloading the documents from the websites must submit Tender Document Fee in the shape of Pay Order or Demand Draft as mentioned above at the time of submission of the bid.
- Bid Security of amount equivalent to 5% of the total quoted bid amount must be attached with the bids.
- Proof of Registration with FBR (NTN / Sales Tax) and Sindh Revenue Board (SRB) is to be submitted with the bids.
- The Bids must be in sealed envelope and submitted SEPARATE FOR EACH WORK / SERVICES.
- The envelope must clearly state:
 - Name of the Work (e.g. **Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works) and;**
 - Tender Reference Number as mentioned on the bid document (e.g. **SSWMB/NIT.3.1/2017-18**).
- In case, the date of opening of bids is declared as a public holiday or non-working day due to force Majeure, the next official working day shall be deemed to be date for issuance, submission and opening of tenders. The time and venue shall remain unchanged.
- Sindh Solid Waste Management Board** shall not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules, 2010 (Amended 2017).

Deputy Director (Procurement)
Sindh Solid Waste Management Board

Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi
Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

INTRODUCTION

- Karachi is spread over a vast area of about 3,527 sq. km.
- The population of Karachi produces around 12,000 tons of Municipal Solid Waste / day out of which about 70 - 75% reaches landfill Sites by the present set-up of DMCs / DCK and Sindh Solid Waste Management Board.
- At present, there are a large number of scavengers (50,000 Approx) operating in Karachi, who collect about 60-100 kg each of recyclable materials like paper, glass, ferrous waste, plastic bottles etc.
- In most parts of Karachi there is Communal Collection of Waste. Large containers ranging from 5 cubic yards to 30 cubic yards are placed at any available spot. Mostly these containers are full and overloaded. The garbage lifting is mainly done at these points.
- Karachi's households may be divided as follows:
 - High Income Group: With low population density. House size from 500 sq. yards plots to 2000 sq yards plots.
 - Middle Income Group: With medium population density. House size from 200 sq. yards plots to 500 sq. yards plots and high rise buildings.
 - Low Income Group: House size from 80 yards plots to 100 yards plots.
 - Slum areas or informal housing areas.
 - Old City Areas with narrow streets and heavy traffic congestion
 - Commercial Areas with high-rise buildings, shops and offices.
- At present, door-to-door collection of domestic solid waste is in practice in few small societies/areas where certain groups are operating with small carts and charging Rs. 50-300 per household per month depending on the area served. This service is mostly provided by informal sector, however many NGOs are also trying to perform this service. At present there is no organized commercial company providing such services except in some parts of Clifton Cantonment Board and Defense Housing Society. The DHA has given a contract to a private company.
- Waste Recycling is a major un-organized industry in Karachi. Materials like paper, card boards, packing materials, glass bottles, plastics. Ferrous items, bones are collected either from the producers or from the communal garbage dumps. The yard waste and kitchen waste is usually thrown on the street sides to rot and produce bad smell, attract vermin and cause unhealthy and ugly aesthetics.

EXISTING LANDFILL AREA (JAM CHAKRO) - 500 ACRES

This landfill site receiving daily garbage as well as backlog garbage of district East, Korangi, Central, West, Mailr, CBC, CBF, Site, Bharia, CBM, KCB, and KMC etc. the rough approximate quantity of daily garbage is 8000 ton per day.

INSTRUCTIONS TO BIDDER

The Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Karachi, in accordance with Sindh Public Procurement Rules, 2010 (amended 2017), invites interested & experienced contractors / Services providers and registered firms to submit sealed bids for the "Operation and Maintenance of Sindh Solid Waste Management Board landfill Site (LFS) at Deh Jam Chakro, Karachi" on 'Single Stage – One Envelope Procedure':

"Operation and Maintenance of Sindh Solid Waste Management Board landfill Site (LFS) at Deh Jam Chakro, Karachi"

- Tender Fee (Non-Refundable): **Rs. 3000/-**
- Last date of purchase of Bid Document: **09-11-2017 to 24-11-2017**
- Last date & time of Bid submission: **24-11-2017 at 1500 hours.**
- Bid opening time: **24-11-2017 at 1530 hours.**
- The purpose of this document is to invite reputed and experiences firms and to submit their bids for providing of services / supplies for operation and maintenance of LFS according to the BoQ for a period of one (1) year.
- The bidder be registered with Sales Tax (SRB) and Income Tax Department (FBR).
- Scope of above-mentioned Work can be increased or decreased subject to provisions of SPPRA Rules 2010 (amended 2017).
 - Interested experienced suppliers & firms may obtain the Bid documents for the above-mentioned Work from the office of the Assistant Director (Finance), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi by submitting application on their letter head along with requisite Tender fee (Non-refundable) with valid copies of Income Tax, Sindh Revenue Board (SRB) Certificate, Latest Professional Tax Certificate (where applicable) and copy of CNIC.
- Sealed Bid on prescribed proforma along with 5% bid security of the total bid in the form of Pay Order / Demand Draft in favour of Sindh Solid Waste Management Board should reach in office of the Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi as per schedule given in the NIT and Bid documents.
- The bid shall contain original bid document purchased by the bidder and each page bearing initial of the Assistant Director (Finance) and round seal of the SSWMB.
- In case, the bidders use a downloaded copy of the bid document, it must be accompanied with Pay Order / Demand Draft of Rs. 3000/- as Tender Fee (Non-refundable), in favour of Sindh Solid Waste Management Board.
- Rate quoted must include Income Tax and other applicable taxes according to Government rules.

The Bid will be opened by the Procurement Committee in Committee Room of Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi in presence of representatives of the bidders who wish to be present on the occasion.

- Only bids offered on the prescribed tender form issued by the Sindh Solid Waste Management Board, Government of Sindh, Karachi or downloaded from SSWMB or SPPRA website shall be accepted. However additional sheets may be attached, if required.
- Conditional Bid / application will not be entertained.
- Work must be completed according to the time mentioned in the relevant clause of bid document.
- Any further information needed, may be obtained from the office of the Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi on any working day during office hours. The bidders are encouraged to visit the site where services / supplies are required.
- The competent authority reserves the right to reject any or all Bids in accordance with the SPPRA Rules 2010 (Amended 2017).
- In case Government announces a public holiday or unforeseen circumstances arise on the date of submission and opening of bid documents then the same will be opened on the next working day.

DATA SHEET

Sr. #	Data	
1.	Name of Work.	Operation / Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Surjani Town) Karachi.
2.	The Name of Procuring Agency's Official.	Sindh Solid Waste Management Board
	Address.	Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi.
	Telephone.	+92 21 99333706-07.
	Facsimile #	+92 21 99333700.
	Website.	<u>www.sswmb.gos.pk</u>
	E-mail.	<u>info@sswmb.gos.pk</u>
3.	Procedure of open competitive bidding	Single Stage – One Envelope Procedure.
4.	Bid shall be submitted by hand or reliable courier service, Proposal submitted through telegraph, telex, fax or e-mail will not be considered. In case the Bid is sent through courier or post, SSWMB shall not be responsible for any delay.	
5.	The bid submission address is at the office of SSWMB Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Proposal must be submitted as mentioned in the Tender Notice.	
6.	Bids shall remain valid for 90 (Ninety) days after the RFP/bid submission deadline.	
7.	Clarification may be requested not later than 7 (Seven) days before the submission date. The address for requesting clarification is Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, Bungalow No. 13, Al-Hamra Housing society, Shaheed e Millat Road, Karachi. e-mail <u>info@sswmb.gos.pk</u> , Facsimile +92 21 9933 3700	
8.	Alternative bids are not acceptable and shall not be entertained; each bidder should submit only one bid fulfilling all conditions, instructions and requirement contained in tender documents/RFP.	
9.	The Contractor / Bidder should quote the cost for each item of works inclusive of all National, Provincial, Local taxes, duties, expenses, contingencies and incidental charges.	
10.	Successful Contractor / Bidder is required to submit performance security at 5% (five percent) of the contract amount in shape of Pay Order or Demand Draft or Bank Guarantee in favor of Sindh Solid Waste Management Board, in Pak Rupees.	
11.	If required under rules, the contractor / bidder shall undertake to sign Integrity Pact as per Format provided by SSWMB under this contract.	

PREPARATION OF BID

1. Language of Bid

The Bid along with any accompanying literature shall be prepared in English language only.

2. Submission of Bid

- a. The bid shall comprise a Single Stage – One Envelope Procedure.
- b. The bid found to be the lowest evaluated bid shall be accepted.
- c. The Form of Bid (Annexure "A"), Minimum Eligibility Criteria (Annexure "B"), Bill of Quantities (Annexure "C") and Integrity Pact (Annexure "D") enclosed herewith, shall be submitted in duplicate. The authorized person signing the Bid documents must state his full name and authorized position / designation underneath his signature.
- d. The erasing and / or alternations, if any, in the Bid shall be authenticated by the authorized person by his / her full signature and with stamp.
- e. Where applicable, the Bid shall be accompanied with the original quotations from the manufactures; in case the Bid is submitted through their authorized agents or distributors, the same shall be supported by credentials establishing the experience and standing of the manufactures and / or their authorized agents or distributors.
- f. Ambiguous and incorrect answers and incorrect filling of Bid Documents will render the Bid liable to rejection.
- g. Quotations / Bids through cable, telegraph, telex, fax, or e-mail shall not be considered.
- h. The Bids shall not rely on any interpretation or correction given by any person except the written addenda and / or corrigenda to documents issued by the competent authority.

3. Bid Security Form and Bid Performance Security Form

- a. The Bidder shall enclose BID SECURITY with his / her Bid in shape of Pay Order or Demand Draft or Bank Guarantee to this Bid Documents, issued by a scheduled / commercial bank doing business in Pakistan, for an amount of 5% of the total Bid of the Items as per the Bid submitted by him / her.

- The bid Security shall be calculated on the basis of Rate offered by the bidder for base quantity of 8000 Tons per day for 365 days. The 5% Bid Security (Earnest Money) shall be returned to all bidders as soon as the contract is awarded to the Lowest Evaluated Bidder.

Bid Security PKR = quoted rate per ton X 8000 ton X 365 X 5%

- b. The Bid Security shall be in favor of Sindh Solid Waste Management Board, Karachi. The security so furnished shall remain valid for a period of 28 days beyond the period of validity of the Bid or till it is revalidated / extended for a period mutually agreed upon by the Bidder and the Procurement Agency.
- c. If the Bid is rejected, the Bid Security will be returned as soon as possible after rejection.
- d. The Successful Bidder shall have to give a Contract Performance Security in the shape of Pay Order or Demand Draft or Bank Guarantee, to the extent of 5% of the total value of the contract.
- e. The Performance Security shall be retained by the Sindh Solid Waste Management Board, Karachi for at least 90 days beyond the date of completion of the contract.
- f. In case the Bidder after acceptance of Bid fails/refuses, to execute the Contract, the Earnest Money / Bid Security will be forfeited.

4. Prices

The Price quoted must be inclusive of all taxes and in Pakistani Rupees.

5. Validity of Prices / Bid

- a. The prices quoted shall be valid for a period of at least 90 days from the date of opening of the Bid.
- b. Until the final Contract is executed, the successful Bidder shall be bound by the terms and conditions of this Bid document.

6. Acceptance of the Terms

The Submission of the Bid against this Bid inquiry by the Bidder means that the Bidder has read and accepted the terms and conditions relating to all Bids document and annexures, and that he / she has thoroughly examined the specifications and particulars in the Bid document.

7. Delivery Period

The Contractor shall start the work / services immediately after letter of award of the Contract.

8. Powers of the Procurement Committee

- a. The Procurement Committee of Sindh Solid Waste Management Board reserves the right to reject any or all Bids subject to provision of SPP Rules 2010 (Amended-2017).
- b. The Procurement Agency / Sindh Solid Waste Management Board reserves the right to increase or decrease the quantity of the services / supplies, within the limit allowed under SPP Rules 2010 (Amended-2017).
- c. The Procurement Agency reserves the right to cancel the offer of the Bidder whose Bid has been found / evaluated to be the lowest if it is revealed to the Procurement Committee that the Bidder does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Bid Document.

9. Evaluation & Comparison of Bid.

- a. The Bid shall be evaluated on the prices quoted by the Bidder, and other factors like, related past experience , equipments / machinery or etc mentioned in Eligibility Criteria.
- b. For the purpose of evaluation of Bids, the prices shall be compared on total prices as stated in Clause 4 titled "Prices" above.

10. Influence the Purchaser

Any effort by a Bidder to influence the authorities of Sindh Solid Waste Management Board, Karachi / Procurement Committee in the decisions in respect of Bid evaluation, or Contract award will result in the rejection of the bidder's bid.

11. Errors in the Bids

- a. Any arithmetic errors found during evaluation of Bids shall be rectified on the following basis.
 - i. If there is a discrepancy between the words and figures, the amount in words shall prevail.
 - ii. If there is any discrepancy between the total Bid price entered in the Articles of Agreement and the total shown in the schedule of Price, the amount stated in the Articles of Agreement shall be corrected by the Procurement Committee in accordance with the corrected Schedule of Prices.
- b. If the Bidder does not accept the corrected amount of Bid, his/ her Bid will be rejected and the Bid Security submitted with the Bid shall be forfeited.

CONDITIONS OF CONTRACT

1. Definition of Terms

In writing these conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is something in the subject matter or contract inconsistent with such condition.

- i) SINDH SOLID WASTE MANAGEMENT BOARD means Sindh Solid Waste Management Board.
- ii) The Procurement Committee shall mean the Procurement Committee of Sindh Solid Waste Management Board constituted for this (and similar) procurement.
- iii) The EXECUTIVE DIRECTOR (OPERATIONS-I), SINDH SOLID WASTE MANAGEMENT BOARD shall mean the Executive Director (Operations-I) of SINDH SOLID WASTE MANAGEMENT BOARD.
- iv) Purchaser / Procuring Agency means Authorized Officer of the SSWMB including his successor in office and assignees, empowered to act in all matters pertaining to this (and similar) Procurement of Sindh Solid Waste Management Board.
- v) The Contractor / Services provider and registered firms shall mean the Bidder whose Bid has been accepted by the Procurement Committee / Authority and shall include the Bidder's executors, administrators, and successors and permitted assignees.
- vi) The Contract Price shall mean the sum mentioned in or calculated in accordance with the provision of the contract, which is to be paid to the contractor for satisfactory execution of the Contract in accordance with these conditions of contract.
- vii) The Specification shall mean the specifications annexed to or issued herewith.
- viii) Month shall mean the Calendar month.
- ix) Writing shall include any manuscript, type written, printed or other statement reproduced in any visible form and whether under seal or under hand.

2. Contract Documents

The terms Contract Document shall mean the following documents, which shall be deemed to form an integral part of the Contract:

- a. Article of Agreement:
- b. Instruction to Bidders:
- c. Conditions of Contract:
- d. Contractor's Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexure duly filled in:
- e. The Specifications of the Items; and
- f. Bill of Quantity with prices.

In the event of any conflict between the above-mentioned documents, the present Articles of Agreement and Conditions of Contract shall prevail.

3. Signing of the Contract Agreement

Within 15 days of the issue of the letter of Acceptance, the successful Bidder (Bidders) will be required to sign an agreement with the Sindh Solid Waste Management Board for the "Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Jam Chakro Karachi".

4. Contract Period

The period of this contract is for 12 MONTH (ONE YEAR) WHICH MAY BE EXTENDED FOR THREE (03) MONTHS subject to satisfactory performance of contractor.

5. Work schedule / Programme

Maximum activities for operation and maintenance of Landfill Site shall be perform round the clock.

6. Arrangement of Water

The Contractor should make his own arrangement of water if required for execution of work and for drinking purpose.

7. Refund of Security Deposit

The security deposit shall be refund after three months of the completion of the work / contract to the satisfaction of the authority and after issuance of completion certificate by the authorized In-charge officer of the contract.

8. Shift Pattern of Contractor's Staff, Workers and Time allowed to carry out the Work

Shift pattern of Contractor Staff, Workers and time allowed to carry out the work and detail program of work shall be submitted by the Contractor for approval of Employer. Timing of work and shift pattern is the essence of the contract. The maximum activities regarding SWM should be performed round the clock.

9. Inspection

There shall be joint inspection / visit of performance (if required) by the Inspection Committee / Authority of SINDH SOLID WASTE MANAGEMENT BOARD Head Office at Karachi. The inspection committee / Authority shall sign the inspection report. The Contractor or his authorized

representative will arrange the inspection (if required) within 7 days on completion of one year contract as per work order issued by the SSWMB.

10. Completion / Performance Certificate

After completion one year contract, a certificate is be obtained by the contractor from SSWMB.

11. Terms of Payment

The contractor shall be submitted its bills on monthly basis which shall be checked scrutinized for the fulfillment of contractor obligation under the contract and shall be paid after verification and approval of the SSWMB.

12. Warranty / Guaranty

The Contractor shall guarantee to follow Pakistan Environment Protection Agency (PEPA) / Sindh Environment Protection Agency (SEPA) Rules wherever applicable in accordance with the Specifications.

13. Breach of Contract

In case of breach of Warranty / Guarantee or Contract, the damages suffered by the SINDH SOLID WASTE MANAGEMENT BOARD shall be recovered from the Contractor out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract, without notice the Contractor.

14. Contractor's Default Liability

- a) The SINDH SOLID WASTE MANAGEMENT BOARD may upon written notice to the Contractor and terminate the contract and to forfeit the amount of Contract Performance Security in the circumstances detailed hereunder:
 - i. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to make delivery of the Work/ Services within the time specified in the Contract Agreement or within the period for which extension has been granted by the board: and
 - ii. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to comply with any of the other provisions of the Contract.
- b) In the event the SINDH SOLID WASTE MANAGEMENT BOARD terminates the Contract in whole or in part as provided in Clause 14 (a) above of Condition of Contract, the SINDH SOLID WASTE MANAGEMENT BOARD reserves the right to get the work carried out, as the case may be on such terms and conditions as it may deem appropriate, assigned job similar and the Contractor will be liable to the SINDH SOLID WASTE MANAGEMENT BOARD for any Additional Costs for such similar Items, stores / works / services.

- c) The SINDH SOLID WASTE MANAGEMENT BOARD will pay to the Contractor for the completed assigned services / supplies / job / work / delivered carried out to and accepted by the bidder.

15. Termination of Contract

If, the Contractor finds impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the SINDH SOLID WASTE MANAGEMENT BOARD finds it impossible to continue with the contract, then prompt notification in writing shall be given by the party affected to the other.

16. Force Majeure

The Contractor shall not be liable for any additional cost for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the Government, fires, floods, strikes, freight embargoes and provided that the Contractor shall within ten (10) days from the beginning of such delay notify the SINDH SOLID WASTE MANAGEMENT BOARD in writing of the causes of the delay. The SINDH SOLID WASTE MANAGEMENT BOARD shall ascertain the facts and extent the time for completing the supplies.

17. Rejection

In the event any portion of the services provide / supplied by the Contractor is found before taking over to be defective in material or Workmanship, or otherwise not in conformity with the requirements of the Contract, the Procuring Agency shall have the right to either reject or require, in writing, rectification of the Items. In the later case, the Contractor shall with utmost diligence, and at his own expense, made remove the defects so specified or replace the defective Items. If the Contractor fails to rectify or replace the rejected Items, the SINDH SOLID WASTE MANAGEMENT BOARD may terminate the Contract according to the terms & Conditions of Contract.

18. Extension of Time

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the SINDH SOLID WASTE MANAGEMENT BOARD in writing of his claim for an extension of time. The SINDH SOLID WASTE MANAGEMENT BOARD on receipt of such request may agree to extend the completion date as may be reasonable in the circumstances of the case without prejudice to other terms and conditions of the Contract.

19. Delays in Delivery- Liquidated Damages

- a) The progress of the contract at any time lagging behind the program as agreed between the Sindh Solid Waste Management Board and the Contractor, the SINDH SOLID WASTE MANAGEMENT BOARD will issue notice the Contactor in writing and the Contractor shall there upon take such steps as he / she may deem fit to expedite the progress of the Contract. Non-issuance of this notice by the SINDH SOLID WASTE MANAGEMENT BOARD shall not in any involving the Contractor of the liquidated damages.
- b) If the Contactor fails to complete the Contract, in full, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as Liquidated damages, a sum of one half of one percent (0.5%) of the Contract price of each Services / Supplies subject to the maximum of 10 percent (10%) of the Contract Price, and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The Procurement Agency has right to terminate the contract impose liquidity damages and other remedial measures as provided in the contract agreement.

20. Non-assignment

The Contractor shall not have the right to assign or transfer without the prior approval of the SINDH SOLID WASTE MANAGEMENT BOARD the benefit and obligations of the Contract or any part thereof to any third party.

21. Expenditure under Contract

The Contractor shall not make any expenditure for the purpose of this contract in any country not authorized by the Government of Pakistan.

22. Income Tax, Sindh Revenue Board (SRB) and other Taxes

The Contractor is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan / Sindh, from all payments for services rendered by any Contractor who signs a contract with the SINDH SOLID WASTE MANAGEMENT BOARD. The Contractor will be responsible for all taxes on transaction and / or income, which may be levied by Government. If Contractor or any supplies are exempted from any specific taxes, then it will provide the relevant documents with the proposal.

23. Stamp Duty

Stamp duty for contract documents shall be borne by Contractor / bidder at the time of signing of contract at the rate fixed by the Government.

24. Payments Due from the Contractor

All costs, ascertained damages or expenses under the Contract that Contractor is liable to the SINDH SOLID WASTE MANAGEMENT BOARD may be deducted by the Sindh Solid Waste Management Board from the amount due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.

25. Legal proceedings

No proceedings to govern the Contract and the Bid Documents or arising out of any of them shall be instituted in any courts other than those situated at Karachi.

26. Dispute

Any question or dispute arise as to the material, design, construct or delay in the services / supplies or the purpose or the performance for which they are required or are warranted, the SINDH SOLID WASTE MANAGEMENT BOARD shall nominate an engineer / expert having knowledge of services / supplies , who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, if so, what sum shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

27. Arbitration

All disputes and matters of difference whatsoever (other than those relations to the certificate of expert certifier) between the Sindh Solid Waste Management Board and the Contractor relation to and arising out of the Contract and Bid Documents thereof, each party nominating its own arbitrator. The arbitrators within the first three-arbitral hearings will nominate the umpire. The award of the arbitrators or of the umpire shall be final and binding upon the parties. The arbitral proceedings shall be held at Karachi.

DETAILED SPECIFICATION

A. GENERAL

The specification covers the requirements for the operation, maintenance and closure of the Jam Chakro landfill site. It gives a general description of the site and the facilities available and covers the day to day requirements for receiving, depositing, spreading, compacting and covering waste and the maintenance of the facilities on the site to ensure an effective operation and maintenance.

B. DEFINITION / INTERPRETATION

Builder's rubble	:	Pieces of masonry, concrete, etc resulting from construction, repair and demolition operations, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.
Bulky waste	:	Items, such as motor car bodies, fridges, etc., Whose large size complicates their handling by normal collection, processing or disposal methods.
Cell	:	A body of waste which has been placed between waste berms covered with soil, soil berms or builder's rubble berms, compacted and enclosed by cover material.
Commercial waste	:	Solid waste generated by shops, offices and other activities not involved in manufacture.
Compaction density	:	The mass of a body of solid waste divided by the volume (after compaction) occupied by that same body of waste.
Compaction ratio	:	The ratio of the volume of loose waste to the volume of the same waste after placement and compaction.
Contractor's enclosure	:	An area allocated to the contractor for his/her own use in connection with the contract including the storage of equipment and plant.
Cover material	:	Soil or other suitable material that is used for enclosing a body of compacted waste but does not include builder's rubble.
Weekly cell	:	As with "cell", with the size being determined by the mass of waste disposed of in a single day, as well as by the number of vehicles delivering waste.
Domestic waste	:	Solid waste that originates in a residential
Garden waste	:	Plant clippings, pruning and other discarded material from gardens in a municipal area.
Hazardous waste	:	An inorganic or organic element or compound that, because of its toxicological, physical,
Chemical	:	or persistency properties, may exercise detrimental acute or chronic impacts on human health and the environment.
Industrial waste	:	Non-toxic and non-hazardous solid waste that result from industrial processes and manufacturing.

Lift	:	A completed layer of one cell in height and usually comprising numerous adjacent cells
Safe disposal	:	The process whereby spoiled foodstuff or condemned products may be disposed of on the landfill under supervision of the health inspector / site supervisor.
Sanitary landfill	:	A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by utilizing the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of soil or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as may be deemed necessary
Solid waste	:	Useless, unwanted or discarded material with insufficient moisture content to represent free flowing sludge or to generate free liquid
Ton	:	1 000kg.
Waste to cover ratio	:	The ratio of volume of compacted waste to volume of cover material.
Working face	:	That portion of the disposal site where Waste is discharged before being compacted and enclosed by cover material.

C. **OPERATION AND MAINTENANCE**

The Contractor shall develop a standard operating procedures and maintenance plan for the operation and management of site.

Source of Waste

The Jam Chakro and Gond Pass landfill site is a regional facility for the Karachi Municipality, although other local authorities may also make use of the site.

Waste Quantities

Quantities of waste generated by the local authority, general public and private contractors is estimated at 12,000 to 13,000 tons per day for all waste categories.

Waste Types

The site is permitted as a general landfill site and subject to the exceptions indicated below, the contractor will be required to handle all, non-hazardous incoming wastes including:

- domestic waste
- garden waste
- clean soil & builder's rubble
- non-hazardous dry industrial waste
- commercial waste
- bulky waste
- tyres and other polymeric waste
- dead animals

- spoilt foodstuffs destined for safe disposal
- approved method of treated medical waste

No drums displaying the hazardous chemical sign, whether closed or open, will be allowed for disposal on site.

In the interests of environmental protection and complying with the site waste license requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste on to the site. The vehicle owner, and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from the waste disposal facility.

D. Contractors Site Establishment

The contractor will state in the data schedules at the time of bidding, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilized on the site for the purpose of executing the contract. The contractor will be permitted to vary this establishment during the course of the contract only after written application has been made to and written permission received from the SSWMB. The contractor shall ensure at all times, in possession of upto date register of all staff, labour, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded.

E. Operation of the Site

The operation of the site by the contractor will involve the following major functions:

- access to the site and access control
- maintenance of access roads and controlling of traffic within the site
- waste deposition and compaction
- provision and placement of cover material
- control of nuisances
- provision and maintenance of fire breaks repair

The above principles discussed, with a view to providing the prospective contractor with a clear concept of what is expected of him/her and also to providing him/her with guidelines for drawing up his/her proposed action plan. In addition to the major functions dealt with below, numerous other aspects are included for information:

- Access to the Site and Access Control

The Contractor shall be responsible for keeping the entrance to the site via the main access road in a neat and clean state. This includes the removal of all mud and refuse deposited on the road in the vicinity of the site entrance (particularly during wet weather) and the picking up of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed Weekly. The section of road to be cleaned stretches from the entrance of the site to 2000m on both sides of the entrance at the Main Road.

- Access control shall at all times be performed in a responsible manner, thus ensuring that only vehicles with waste loads permitted.

- Maintenance of access roads and controlling of traffic within the site

The contractor shall construct and maintain gravel/building rubble access roads to the disposal area on site as and when required during the contract period. The roads must be:

- Useable in both wet and dry conditions.
- comfortably able to accommodate two large passing vehicles.
- sufficiently smooth and even without potholes to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.
- Flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.
- watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.
- Clear and easily understandable speed limit, traffic control and direction signs must be provided from the site entrance to the off-loading point at the working face.
- Paved areas in and around the site must be swept and kept clean of excessive mud and windblown waste (using brooms or mechanical equipment, where appropriate). Adequate resources must be utilised to perform this duty and will be for the Contractor's cost.

- Waste deposition and compaction

Waste deposition will be conducted in adherence with the proven sanitary landfill principles of spreading, compacting and Weekly covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material at the end of each every operating week. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as conditions permit. The size of the cell will be determined by the mass of waste and number of vehicles accommodated during the operating day.

- The cell shall be constructed as follows:
 - **Screening berms** are to be constructed along the outside face of the landform. Soil or selected builders rubble, shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.
 - **Internal berms** are to be constructed along the sides of the cell when inside the landform. Relatively inert waste or other suitable material shall be used to construct 1,5 to 2,5m high berms tipped at the natural angle of repose before it is compacted and covered with Weekly cover to form the sides of the proposed cell. Land filling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste.
 - The floor of the cell will have been compacted by the contractor prior to waste being placed (i.e. previous layer of covered waste).
 - Remove previous cover material on the floor of the cell over an area of

approximately 9m² before depositing the day's waste, to prevent the formation of perched liquid tables within the waste body and to ensure the unobstructed flow of methane gas within the landfill.

- Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of a landfill bulldozer (or appropriate equipment as agreed with the engineer incharge) per layer of waste to a density of at least 1000kg/m³. Once compacted, the height of a cell will not exceed 2,5 m in any situation.
- In order to maximize compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of Weekly cover.
- The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, away from the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.
- Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.
- At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilized for an extended period of time, shall be placed at a thickness of 300 mm. Builder's rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the employer/engineer.
- The finished cover surface shall have a minimum slope of **3% and a maximum slope of 5%** and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.
- In order to maintain the required surface gradients, level profile boards shall be erected and used for finishing off of each cell.
- As soon as possible after completion of a lift to the final finished profile, and upon approval by the engineer, the contractor shall construct the final cover as detailed in the approved rehabilitation plan for the site,

- Maneuvering space at working face

Space must be available at the working face to enable vehicles to manoeuvre and reverse without causing excessive congestion. A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.

- Spoilt foodstuff / Liquor / Beverages

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff/liquor must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 0.75m of waste and cover material. Extreme care should be taken that none of these foods/liquor/beverages are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities concerned.

Allowance for safe disposal, by appointment, shall be seven days a week.

- Bulky waste

The contractor shall reduce the volume of items of bulky waste, as far as is practical, by the use of his/her plant.

- Wet weather

Vehicles may become stuck in the mud when the site is wet. In view of this, the contractor shall ensure that temporary access roads are passable in most situations, with a suitable contingency plan available for continuing the operation in the extreme situation where the access roads are impassable.

A wet weather cell on the main disposal site shall be kept available which has a surface of coarse well drained material, such as builder's rubble or coarse ash, which can be used as the disposal area when conditions become too wet in other areas. A wet weather cell to accommodate at least one week's waste during adverse weather conditions must be maintained.

- Vehicles stuck on site

The contractor shall have available on site at all times (during normal operating hours) heavy-duty towropes or towbars, and he/she shall assist any vehicle that becomes stuck on the Site with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed out.

The contractor will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed. The employer also reserves the right to apply a penalty vehicles be pushed out.

G. Provision and placement of cover

Suitable sources of cover material include:

Material excavated from existing and future disposal cells, which has been stockpiled. A free haul of 2 (two) km will apply under normal circumstances for the cover material to be transported from the excavation area to the disposal cells.

Gravel materials in the adjacent borrow pit area is available for use as cover material. This material may only be used in the event of an emergency when cover material can, due to weather conditions, not be obtained from the stockpile area. The existing stockpiles should be used at all times;

Building rubble, ash, soil and other inert material suitable for covering the waste may be delivered to the site. This material is also to be utilized for constructing, maintaining and repairing of the site roads and berms within the site;

H. Control of nuisances

- The contractor shall take all reasonable measures to operate the site so as to reduce and, where possible, prevent nuisances such as:

Odour - by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere. Also by spraying odour control chemicals as and when required.

Dust – dust suppression by means of watering.

Flies and Birds - by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate fly traps, and placing fly bait at the working face, composting area, etc.

Windblown litter - by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area. Adequate litter pickers should be deployed for litter picking on a Weekly basis.

I. Scattered waste / Litter Control

The keeping of the **site and its surrounds** neat and clean by the removal of all windblown or scattered refuse and the picking up of all litter emanating from the operation. This must be performed Weekly. Areas of particular importance are:

- the public disposal facility
- all site roads
- the area surrounding the working face
- the perimeter fence

Buildings / Infrastructure of SSWMB

The contractor shall be responsible for the upkeep of the buildings and structures used by him. This will include, but not be limited to the following:

- repair of any damage or deterioration to any of the buildings, other than normal wear and tear maintenance;
- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- painting of all buildings and structures (once per annum) using quality approved paint products;
- upkeep and maintenance of gardens and landscaped areas including regular watering (twice per week) of all trees on site
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas.
- maintenance of all wooden doors
- replacement of light bulbs
- On termination of the contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the employer.

Access road

The contractor shall be responsible for the maintenance of all temporary and permanent access roads (i.e. those roads within the site boundary to provide access to the working face). This work will include the watering of the surface to prevent dust nuisance, the grading and filling in of pot-holes from time to time, the resurfacing of the road with selected graded material or building rubble free from reinforcing and with particle size less than 300mm as well as any other repair work to ensure that access to the working area is provided in a safe and usable condition, to the satisfaction of the engineer. All roads shall be to an all-weather standard.

Road-markings / Landfill Signs

The contractor will be responsible for maintaining all road markings on the paved entrance facility and access road, up to the intersection with the Main Road.

Fire breaks

The contractor will be required to maintain adequate fire breaks, to the satisfaction of the engineer/employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and to provide and maintain the acceptable levels of firefighting equipment on the site.

Fire Extinguishers

The contractor shall provide and service all fire extinguishers as per requirement of the chief fire fighter of KMC.

VIOLATION OF SITE PROTOCOL

The contractor shall maintain a record and the details of the occurrence of all vehicles that violate the site protocol. Vehicles shall be "blacklisted" from being allowed to dispose of waste at the Jam Chakro landfill site for a period determined by the employer, depending on the violation. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the employer. Types of incidences considered to be a violation.

SCOPE OF WORK FOR THE CONTRACTOR

General:

The Contractor shall perform the following different activities at the Landfill Site. The contractor is advised to calculate the following detailed working / calculation / estimates and then quote his rates on ton basis.

1. The following machineries in operational conditions shall invariably be available on site round the clock:
 - a) 03 Nos. of Bulldozer.
 - b) 04 Nos. of Wheel Loaders.
 - c) 02 Nos. of Dump Trucks.
2. The above machinery shall be pre-requisite as base minimum requirement for a garbage volume of at least 8000 ton per day. Beyond that the contractor shall have to arrange a transport / machinery.
3. All the above machineries must be in operational condition and these machineries should be present on the site for 24 hours. In case of any machinery under goes defect the contractor shall be responsible to provide substitute within four (4) hours.
4. The Contractor shall arrange / manage to remove/ lift the scattered garbage (rough estimated of garbage is 4 to 5 Lac ton) along road side of the landfill site area within three months.
5. The Contractor shall make a work plan for operation through the machineries in two shifts and submit the same to SSWMB.
6. The payment will be made as per the rates quoted by contractor subject to the actual resources deployed by contractor during billing period. The payment will be made on the lower side.
7. The contractor would be required to submit the copy of agreement with the bid, if he hires the machinery from outside. Contractor would also inform the Board in writing about the type and number of machinery hired as well as specification of that machinery along with certificate form recognized workshop regarding its efficacy and durability as working condition.
8. It would be the responsibility of contractor to pay their vendor on time and would not rely solely on the payment received from the Board.
9. The contractor shall provide clay on weekly basis on the working face of the dumping site. The minimum thickness of the layer would be 1 feet.
10. Burning of garbage by local scavengers is a major environmental concern. The contractor would require to stop this practice and would also device a workable strategy and submit same to the Board. The contractor would be given maximum (02) months to stop the burning of garbage at landfill site.

11. The contractor will provide Weekly Progress Report of the work to the SSWMB Office with the signature of deputed designated field staff or Engineer concerned from the Board as well as contractor's representative. The weekly progress report would be considered the main instrument for the calculation of payment.
12. In case of any dispute or in claim by the contractor, the same would be referred to the concerned Departmental Committee Constituted for the purpose. The competent authority shall decide the matter in the light of recommendation of the committee which will be deemed as final.
13. The contractor would be required to prepare and maintain at least three dumping points at landfill site for waste disposal operations. One site for day operation, one for night operation and one for the emergency use.
14. The contractor shall install minimum 04 Nos. of barriers to control unauthorized dumping of waste at landfill site.
15. The contractor would submit his operational plan and methodology with bidding documents for evaluation.
16. The contractor shall ensure spraying and ensure of water on internal *kacha* roads for dust control.
17. The contractor shall ensure installation of clear and visible on-site directional signs for proper traffic routing.
18. The contractor will provide and engage nine (9) Security Guard with arms (Repeater) of reputed company for 24/7. Each shift consist of Three (3) guards for Eight (8) hours in daily shift. The approval must be taken before hiring of Security Guard from reputed company.
19. The contractor shall provide and posting of nine (9) armed security guards at the land fill area to make sure that no burning of waste took place and ensure proper dumping at the active area. The arm guards must be working round the clock in eight hourly shifts for 24/7.
20. The contractor shall be bound with all the Federal & Provincial Rules regarding environment and he shall follow all the rules and regulations as imposed by the Environmental Regulatory agencies or other authorities from time to time.
21. The contractor shall attach / submit the work management plan with complete list of number of Tools and Plants and Field staff etc at the time of submission of Bid.
22. The SSWMB shall be at liberty to direct the contractor to remove forthwith any person provided by the contractor at the work, who in the opinion of SSWMB indulges in misconduct, or is incompetent or negligent in proper performance of his duties or whose presence on site is otherwise considered by SSWMB to be undesirable, and such person shall not be allowed to work /

enter on the site without the consent of SSWMB. Any person removed from the work shall be replaced immediately.

23. The contractor shall not recruit or attempt to recruit his staff and labor from amongst the persons in service or employees of local council or government.
24. The Contractor shall provide a list of their employees.
25. The Contractor shall keep all the equipment and other facilities handed over to him by the SSWMB in received conditions.
26. After award of the work, the contractor shall provide one 4x4 Toyota double cabin -Rivo or equivalent Japanese / Germany brand within one month or on the request of SSWMB, which will be the property of SSWMB. The vehicle shall be registered in name of SSWMB and registration fees shall be borne by the Board. The payment shall be made directly to the manufacturer / authorized dealer bases of pre-receipted bill. It is further Clearfield the price shall be deemed to be included / integral part of the whole contract and not an additional item
27. The Contractor shall invariably provide proper uniform to his employees which should be suitable and fit for work. Further for the purpose of identification and security, the contractor shall also issue identity cards, jackets, caps etc to its entire employees who may be detailed to work within area under the contract. If any employee of the contractor is found without these items a penalty of Rs. 5000 rupees per person shall be imposed and deducted from monthly bills of the contractor.
28. The Contractor shall ensure that his staff are courteous with general public.
29. The Contractor must adhere to health and safety work laws of Govt of Pakistan / Govt. of Sindh.
30. The Contractor shall be responsible, in case of any theft or robbery, if the stolen property is of SSWMB which he shall pay according to the prevailing market rates.
31. The Contractor shall establish a tyre shop / mini workshop at the site for small repairing and making puncture of tyres of machinery.

ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 2017, by and between the Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, hereinafter called the "Party No.1", of the one part, _____ and _____ of _____

(Name and designation of the authorized person)

located at _____ hereinafter called the "Party No.2" which expression shall include their successor, legal representatives of the second part.

Whereas the Party No.1 requires the services / supplies and related services for its Landfill sites, and whereas the Party No.2 has agreed to supply, install, put into operation and demonstrate the Working of the said supplies / services valued at _____ in the period of _____ days / _____
(Amount in figures and words)

months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Party No.2.

Now this Agreement witnessed as follows:

1. In this agreement Works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by _____
(Name and designation of the authorized person)

on behalf of the Party No.2, and by Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi all of which shall be deemed to form and be read and construed as a part of this

Agreement via: -

- a) Articles of Agreement;
 - b) Instructions to Bids;
 - c) Condition of Contract;
 - d) Offer of Party No.2 including the relevant correspondences prior to signing of this Agreement with all Annexure duly filled in:
 - e) The specifications of the Items; and
 - f) Bill of quantity with prices.
3. In consideration of the payment to be made to the Party No.2, the Party No.2 hereby covenants with the Executive Director (Operations-I), Sindh Solid Waste Management Board, and Karachi to supply, deliver, install, put into operation and demonstrate the Services / supplies in conformity in all respects of the Contract.

4. **The Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi** hereby **covenants** to pay the contractor in consideration of the providing of services / supplies for the contract price in the manner prescribed by the contract and approved by the Sindh Solid Waste Management Board, Karachi.

In witness thereof the parties have hereunto set their respective hands and seals, the day month and year above written.

Executive Director (Operations-I)
Sindh Solid Waste Management Board
Karachi

WITNESSES OF PARTY NO.1:

Witness No. 1:

Signature: _____

Name: _____

Designation: _____

Witness No. 2:

Signature: _____

Name: _____

Designation: _____

WITNESSES OF PARTY NO.2:
CONTRACTOR

Witness No. 1:

Signature _____

Name: _____

Designation: _____

Witness No. 2:

Signature: _____

Name: _____

Designation: _____

**Form of Bid
(Letter of Offer)**

Bid Reference No. _____ Dated: _____, 2017

Name of Contract: **Operation / Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi**

The Executive Director (Operations-I),
Sindh Solid Waste Management Board,
Karachi.

Dear Sir,

1. Having examined the Bid Documents including instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices etc. for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address _____
_____ being duly incorporated under the laws of Pakistan hereby offer to execute and complete such contract and remedy any defects therein in conformity with the requisite Documents for the Total Bid Price of Rs. _____ (in figures and words) or such other sum as may be ascertained in accordance with the said documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security referred to in Clause 4 of the Instructions to Bidders in the amount of Rs. _____ (in words and figures) drawn in favor of or made payable to Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi and valid for a period of 28 days beyond the period of validity of this Bid.
4. We undertake, if our Bid is accepted, to complete the whole of the Work comprised in the above-named Contract within the time.
5. We agree to abide by this Bid for the period of 90 days beyond the date of opening of the Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.

6. Unless and until a formal Contract Agreement is signed, this Bid, together with your acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Contract Performance Security referred to in Clause 4 of the Instructions to Bidders for due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that this Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the above- named Contract.

Dated this _____ of _____ 2017

Signature: _____ in the capacity of
_____ Authorized to sign Bid for and on behalf of

(Name of Bidder in Block Letter)

Address: _____

Witness:

Name: _____

CNIC No. _____

Address: _____

Occupation: _____

Telephone No. _____

MINIMUM BIDDER’S ELIGIBILITY CRITERIA

S.NO.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN.			
2.	SRB Registration.			
3.	Proof of payment of tender document fee.			
4.	Bid Security (5%).			
5.	Registration with PEC under Category-4.			
6.	Registration with EPA.			
7.	Minimum experience of two (02) years for Landfill Management / Solid Waste Management related works.			
8.	Proof of turnover of Rs. 50 Million & above during last three years. (Certificate of the bank to be attached).			
9.	List of litigation (if any) within last three (03) years, nature and status / outcome.			
10.	Affidavit / Undertaking that firm has never been blacklisted.			
11.	The contractor / firm whether individually / part of the consortium or Joint Venture, who is already performing waste transfer contracts (front end and middle end) with the SSWMB cannot participate in the tender in order to preempt conflict of interest. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
12.	The contractor / firm who is intend to participate in the tender (SSWMB/NIT-8), i.e. 'Customization of weigh bridge software and its operation / maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB landfill site & GTS in Karachi' can not participate in the Tender. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
13.	The contractor who is at defaulter in working with SSWMB cannot participate in the tender.			
14.	Bid document is signed, named and stamped by the authorized person of the firm along with Authorized letter.			

NOTE: - No bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria.

Signature of Contractor

Operation / Maintenance of SSWMB Landfill Site at Deh Jam Chakro
(Near Surjani Town) Karachi

BILL OF QUANTITIES

Sr. No.	Nomenclature	Qty per day	Rate per Ton	Total Amount in Rs. per Year
1.	Managing, Compacting, Spreading, Cell preparation of in-coming garbage (as per daily weigh bridge record) at Landfill Site in accordance with detailed scope of work.	Up to 8000 tons		
2.	Managing, Compacting, Spreading, Cell preparation of in-coming garbage (as per daily weigh bridge record) at Landfill Site in accordance with detailed scope of work.	From 8000 to 12000 tons		
	Total Amount in Rs			
	Total Amount in Words: _____			

IMPORTANT NOTE:-

The Contractor / bidder shall provide detailed breakup / rate analysis of every item / detail as mentioned in SCOPE OF WORK along with detailed specification of machinery for operation including supply of vehicle as mentioned in SCOPE OF WORK. Non submission of this document shall render the bid invalid / non-responsive. This is basically an item rate contract and the payment shall be made as per actual supplies / works / services provided by the contractor / firm.

Bidders are required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant as per tender. In case of any deviation / incomplete document from tender will be prohibited for competing in the tender / render their offer invalid.

Pay Order/ Demand Draft No. _____ / Bank Guarantee No. _____ drawn on _____ (Name & address of the Bank) for an Amount of Rs. _____ in words (_____) of Bid Security equal to 5% as mentioned in section PREPARATION OF BID under PARAGRAPH NO.3 (original must be attached with Bid).

Full Name & Address of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

**INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC;
PAYABLE BY CONTRACTORS.**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... *[name of Contractor]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, *[name of Contractor]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

..... *[name of Contractor]* accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

..... *[name of Contractor]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, *[name of Supplier / Contractor / Consultant]* agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[name of Contractor]* as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

[Contractor]

GOVERNMENT OF SINDH

No More Corruption in Pakistan

MODIFIED TENDER DOCUMENT

Reference No.

SSWMB/NIT-5/2017-18

[Single Stage – One Envelope Procedure]

As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

Name of Work

SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 120 MT PIT MOUNTED TYPE ELECTRONIC ROAD WEIGHBRIDGE ALONG WITH CUSTOMIZABLE SOFTWARE AT TWO DIFFERENT SITES OF LANDFILL SITE IN KARACHI

Estimated Cost:	Offer rate
Tender Cost:	Rs. 3000
Time Limit:	90 Days
To be Opened on:	24-11-2017 at 1530 hours
Validity of Tender:	90 Days

EXECUTIVE DIRECTOR (OPERATIONS-I)

Note:

- i. This document is also available on SPPRA and SSWMB website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender Cost fee.*
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

Tender Document
(Reference No. SSWMB/NIT-5/2017-18)

NAME OF WORK

SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 120 MT PIT MOUNTED TYPE ELECTRONIC ROAD WEIGHBRIDGE ALONG WITH CUSTOMIZABLE SOFTWARE AT TWO DIFFERENT SITES OF LANDFILL SITE IN KARACHI.

[Single Stage – One Envelope Procedure]

As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

SCHEDULE

Issuance	09-11-2017 (Both days inclusive) during office hours.
Bid Submission	24-11-2017 by 1500 hours
Bid Opening	24-11-2017 at 1530 hours
Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	

SEAL AND SIGNATURE OF
THE CONTRACTOR

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INVITATION FOR BIDS

NIT No:

SSWMB/NIT-5/2017-18

Method and procedure of Procurement:

SINGLE STAGE-ONE ENVELOP PROCEDURE

[As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)]

Description of Work:

SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 120 MT PIT MOUNTED TYPE ELECTRONIC ROAD WEIGHBRIDGE ALONG WITH CUSTOMIZABLE SOFTWARE AT TWO DIFFERENT SITES OF LANDFILL SITE IN KARACHI.

Name of Bidder: _____

BIDDER'S ELIGIBILITY CRITERIA

S. No.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN			
2.	Sindh Revenue Board Registration (SRB) Registration			
3.	Proof of payment of tender document fee			
4.	Required Bid Security is attached			
5.	Bid is signed, named and stamped by the authorized person of the firm along with Authorized letter.			
6.	The bidder must be Original Equipment Manufacturer / Authorized dealer of Electronic Road Weighbridge (Documentary evidence to be attached).			
7.	Should have annual turnover of at least 30 Million of the last 3 financial years (financial statement to be attached).			
8.	Performance certificate from at least 5 (five) organizations / companies to whom the party has supplied the electronic road weigh bridge to be attached of last three years.			

NOTE: No bid shall be evaluated unless the bidder fulfills the eligibility criteria

Signature of Contractor

INSTRUCTIONS TO BIDDERS

1. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
2. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
3. The SSWMB shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
4. The envelope containing the tender documents shall refer the name and number of the work.
5. All works shall be measured by standard instruments according to the rules.
6. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
7. Any bid received by the SSWMB after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
8. Prior to the detailed evaluation of bids, the SSWMB will determine whether the bidder fulfills all Codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
9. Bid without bid security of required amount and prescribed form shall be rejected.
10. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - a) **In case of item rates,** .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - b) **Where** there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

INFORMATION SHEET

- (a) Name of Procuring Agency: **Sindh Solid Waste Management Board**
- (b) Brief Description of Work: **Supply, Erection, Testing And Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge Along With Customizable Software at Two Different Sites of Landfill Site in Karachi.**
- (c) Procuring Agency's address: **Bungalow No. 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi.**
- (d) Estimated Cost: **Offer rate**
- (e) Amount of Bid Security: **Five Percent** (in shape of Pay Order or Demand Draft or Bank Guarantee in Pak Rupees issued by scheduled / commercial bank doing business in Pakistan.)
- (f) Period of Bid Validity (days): **90 Days**
- (g) Security Deposit: (including bid security): **Ten Percent**
- (h) Percentage, if any, to be deducted from bills: **Five Percent Bid Security + Five Percent Deducted From Bills**
- (i) Deadline for Submission of Bids along with time: **24.11.2017 at 1530 hours.**
- (j) Venue, Time, and Date of Bid Opening: **SSWMB, Bungalow No. 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi at 03:30 PM**
- (k) Time for Completion from the date Of work order of commence: **90 Days**
- (l) Liquidity damages: **0.05% Per Day of Contract Amount.**
- (m) Deposit Receipt No, Date, Amount:

SCOPE OF WORK

- 1. SUPPLIER'S SCOPE OF WORK:-** Design, Engineering, supply, erection, commissioning and stamping of **2** No. **120** MT Pit mounted type weighbridge complete with Kit, Indicator, Load Cells, Platform, Jumbo LED display, P.C., Printer, UPS etc. as per the technical details. The scope shall also include integration of entire weighbridge and providing suitable software as specified above. The entire job is to be undertaken covering mechanical, civil & electrical works including supply of all required material for civil construction & electrical works.
- 2. MATERIAL/EQUIPMENT DETAILS:-** Any material / equipment not specifically mentioned in this tender but required for the completion of the work, shall be deemed to be included in the Scope of Work. A list of materials mentioning technical details, I.S. Code, quantity etc. to be enclosed in a separate sheet as Annexure.
- 3. PRICE:-** The price to be quoted inclusive of all taxes at Sindh and Federal and shall remain firm & final and no escalation on any nature shall be allowed in this supply during the contract period.
- 4. WAYBILL:-** All necessary way bills will be borne by Contractor.
- 5. FREIGHT & TRANSIT INSURANCE:-**The freight is included in the price and transit insurances shall be arranged by the supplier.
- 6. DELIVERY:-**
 - **Terms of delivery/destination:-** The supplier shall deliver the material at specified GTS mentioned tender documents / any recommended place pointed out by SSWMB department.
 - **Completion period for supply and erection:-**Erection, testing, commissioning & stamping of the weigh bridge shall be completed within 90 (Ninety) days after receipt of the material at site.
- 9. GUARANTEE/ WARRANTY:-**material to be supplied by the supplier shall be guaranteed against manufacturing defects because of raw materials, faulty workmanship, faulty design, drawing and deficiency in performance

for 12 months from the date of commissioning or 18 months from the date of last major dispatch whichever is earlier. In case the material/equipment found defective during the warranty period the supplier will make good without any cost to us.

- 10. INSPECTION, ACCEPTANCE AND REJECTION:-** The supplier shall be responsible for the quality assurance of the items to be supplied by them / their sub-contractor. The supplier shall prepare and submit detailed quality assurance plan to us for review and approval, this will include test to be done at suppliers works as well as at our site. The supplier shall also maintain records of all tests and checks done during the stages of manufacturing and shall produce all such documents at the time of giving the inspection call. We shall be entitled at any time during manufacturing process to inspect, examine and test the materials, workmanship and performance of the equipments to be supplied by the supplier. The supplier shall co-operate with our representative during such checks and shall allow access to our representative to their/ sub- vendor's premises / works. All kind of expenses regarding test of equipment or material will be born by the contractor
- 11. SITE SAFETY AND ENVIRONMENT PROTECTION:-** During execution of work, the party/supplier shall be solely responsible for complying all the statutory requirements of Govt. bodies and any statutory bodies with respect to site health, safety and environment.
- 12. FORCE MAJEURE: -** Either party shall not be in any way liable for non-receipt, non-supply of material in whole or part of our ordered quantity in consequence of any strike, lockout, stoppage, fire, breakdown, accident or whatever in nature.
- 13. TIME IS THE ESSENCE OF THE CONTRACT:** Time is the essence of the contract and the party shall ensure that all the obligations under the contract are completed within the agreed time schedule. The supplier / party shall be solely responsible for all the delays including delays caused by its vendors. In case of delay in progress of the works SSWMB reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally or by engaging another agency at the cost and risk of the supplier.

- 14. RISK PURCHASE:-** In the even to four failure to execute the order completely within the stipulated delivery period / commissioning schedule, SSWMB shall have the right to make an alternate arrangement / purchase the entire / remaining job / material sat your risk and cost without assigning any reason thereof.
- 15. FORFEITURE OF THE EARNEST MONEY:-** If a bidder withdraw or modify its bid during the period of bid validity specified, the earnest money shall be forfeited. b) In case of successful bidder not executing order in full, the earnest money shall be forfeited.
- 16. PENALTY:-**Penalty at the rate of 0.5% (half percent) on the delayed period, on order value, per week subject to maximum 5% shall be imposed for the Quantities not supplied within the delivery period.
- 17. VALIDITY:-**The offer will remain valid for a minimum period of 90 (Ninety) days from the date of opening of bid.
- 18. RESERVATION:-**The SSWMB reserves the right to accept/reject/cancel any or all at any stage without assigning any reason thereof. No claim whatsoever shall be admissible for the alleged loss/damage suffered by the bidders on account of such rejections.
- 19. FILLING OF TENDER PAPER:-**The tender document should be stamped and signed in each page as a token of acceptance of the tender terms and conditions and should accompany with all the required information/documents, otherwise the tender is liable for rejection.

CONDITIONS OF CONTRACT

- 1. Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge / Deputy Director (LFS) or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work. The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

- 2. Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

- 3. Termination of the Contract.**
 - (A) Sindh Solid Waste Management Board may terminate the contract if either of the following conditions exists:-
 - (i) contractor causes a breach of any of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the DD (LFS) is not paid to the contractor within 60 days of the date of the submission of the bill;

- (B) The **SSWMB** has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the **SSWMB**, The contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
 - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. SSWMB may invite fresh bids for remaining work.
- 4. Possession of the site and claims for compensation for delay.** The officer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.
- 5. Extension of Intended Completion Date.** The **SSWMB** either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other of this agreement, the date for completion of the work shall be the date fixed

by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all s of the contract shall continue to be operative during the extended period.

6. Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge / Deputy Director (LFS)/ Deputy Director (operations) and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

7. Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge / Deputy Director (LFS) shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge / Deputy Director (LFS) may prepare a bill from such list which shall be binding on the contractor in all respects. The Deputy Director /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance

against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge / Deputy Director (LFS) from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

8. Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge / Deputy Director (LFS) may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

9. Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge / Deputy Director

(LFS) is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

- (D) The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Deputy Director (LFS) can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Executive Director (Operations) Karachi.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

10. Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge / Deputy Director (LFS) or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge / Deputy Director (LFS) shall give the contractor at least 14

days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- (ii) If the Engineer / Deputy Director (LFS) considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

11.

(A) Inspection of Operations. The Engineer / Deputy Director (LFS) and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer / Deputy Director (LFS) shall give the contractor reasonable notice of the intention of the Engineer-in-charge / Deputy Director (LFS) or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer / SSWMB.

14. Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Director (LFS). When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

15. Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer / Deputy Director (LFS). Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

- 16. Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Executive Director (LFS) of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.
- 17. Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer / Deputy Director (LFS) (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.
- 18. Financial Assistance /Advance Payment.**
- (A) Mobilization advance** shall not be applicable.
- 19. Recovery as arrears of Land Revenue.** Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

20. Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

TECHNICAL SPECIFICATION

(Schedule-A)

- 1 Weighbridge Type :PIT Mounted, fully Electronic Road Weigh Bridge
- 2 Capacity : 120 MT.
- 3 Least count : 10 Kg.
- 4 Plat form Size : 18 m x 3m (please specify the total weight of the platform).
- 5 Platform Construction : Fully welded module type M.S. structure with main imported Girders, crossbeam, support beam and 10mm antiskid checkered top plate. (MTC / FTC to be provided by supplier.
- 6 Painting of structure : EPOXY to meet IS: 2074 (on the base of red oxide).
- 7 Load Cell : 8 Nos. share type, S.S 304, IP68, Hermetically Sealed Unit, Capacity- 20Tons.each, Ambient temp 55^oC max. Safe load - 125% of capacity Ultimate Load - 300% of capacity.
- 8 Indicator : 2 x 7 Segment Fluorescence/LED display with Time Clock and date, Numeric key pad with Tare, ZERO, ID, Report, Record & Print button. 2Nos. Serial Port interface with RS 232, RS 422/RS 485 and 1 No. parallel port for printing report directly from the indicator.
- 9 Jumbo display : 50mm letter height, 7 segment bright LED.
- 10 Junction Box &Cable : Stainless steel with IP65 protected and required Length of steel braided, 6 Core, Load Cell Cable from Junction Box to Indicator.
- 11 Computer : 02. Nos 4 core due, Intel Processor & mother board, 4GB Ram 500 GB HDR & DDR, with 20" wide screen LCD, standard key board & mouse suitable for the system.
- 12 Printer : 2 Nos. Dot Matrix, 80 column with speed166s one for indicator & other for P.C.
- 13 UPS :1 No. 1000 VA, with 2.00 Hr. battery back up

- 14** Software for Weighbridge Management :Complete weighbridge management user friendly Software for processing data's date wise, truck wise, challan wise, shift wise, customer wise etc. for generation of daily/ weekly &monthly report. Preparing Transport Permit, Invoice etc. as per our requirement. Provision for connecting with other weighbridges / server computer by LAN & sharing the common data base.
- 15** Civil Job : Civil work shall included total civil foundation 18x3 meter as per the drawing for the platform, approach ramps and other equipment. Construction of weigh house / operating room 14x16 feet with two aluminum glass window & wooden door attached bath room 6x8 feet complete in all respect tile, electric & plumbing work & fitting one underground RCC tank size 8'x8'x6'.
- 16** Supervision of erection Commissioning, : Time of civil work, erection and & commissioning, Stamping of the weighbridge first :stamping of the Weighbridge stamping of the Weighbridge as per the provisions of weights & measure dept
- 17** Drawings and Manual :The supplier must provide three sets each of the following manuals and drawings including Plan drawing and shop drawing of Weigh House.
- a. Operation Manual :Three sets of operation manual must be provided by the supplier which must cover, interalia, the principal features of the machine, the control philosophy used, pre-starting checks, starting procedures, operation procedure, DOs and DONTs, trouble shooting, emergency procedures, safety trips etc.
- b. Maintenance Manual :Three sets of maintenance Manual must be Provided by the supplier which include, maintenance procedure, preventive maintenance schedule and tolerance limit etc. The maintenance manual should contain

dismantling and assembling procedures

- c. Spare parts Manuals :The manual must contain, interalia, spare Parte details such as drawing no., part no. and technical specification of all the mechanical and electronic equipments

- d) Construction Drawing : Three sets of detail drawings showing foundation, retaining wall, weigh house, bath room and other required drawing. Should be attached with the tender documents

- e) Mechanical & Electrical Drawing : All the mechanical (structure and placement) and electrical (circuit and placement) drawing should be provided with the tender documents

ENVIRONMENTAL PERFORMANCE OF THE MACHINE:

1. The machine shall be suitable for an ambient temperature of +55°C and relative humidity of 95% respectively, but both do not occur simultaneously.
2. If any safety/environmental protection enclosure is required it shall be built in the weighing machine by the vendor.
3. Paint of the machine shall be weather resistant and shall not peel off due to weathering.
4. Weather conditions are tropical, Atmosphere may be dust laden during some part of the year.
5. Thermal Stability of the complete machine keeping in view specified Ambient Conditions and accuracy requirements of SSWMB and contractor should ensure trouble free operation of the Weighbridge and shall protection to take care of all power fluctuation.

INSPECTION & MACHINE ACCEPTANCE:

1. Contractor to give details on MACHINE INSPECTION Tests to be performed by Vendor at Vendor's works, on the machine before dispatch.
2. Full load test to demonstrate the maximum capacity of the weighing machine.
3. Demonstration of all features of the weighing machine, indicator system and accessories
4. Tests/Activities to be carried out at SSWMB works while commissioning the machine.
5. Accuracy, Repeatability, Safe Over-Load Testing, Communication Connectivity and tests recommended by the Vendor.
6. Demonstration of all features of the weighing machine, indicator system and accessories to the satisfaction of SSWMB for effective use of the machine.

MACHINE ERECTION & COMMISSIONING:

1. Contractor to take full responsibility for complete works relating to the erection and commissioning of the subject weigh-bridge. Service requirements like crane, lifting tackles, skilled man-power, etc. shall be mobilized by the Bidder.
2. Tools, Tackles, instruments and other necessary equipment required for erection and commissioning should be brought by the Vendor.
3. Commissioning spares, required for commissioning of the machine within stipulated time, shall be brought by the Vendor on returnable basis.
4. Portion, if any, of the machine, accessories and other supplied items where paint has rubbed off or peeled during transit or erection should be repainted and merged with the original surrounding paint by the vendor. For this purpose, the Vendor should supply sufficient quantity of touch up paint of various colours of paint used.
5. Schedule of Erection and Commissioning shall be submitted with the offer.
6. Charges, duration, terms and conditions for erection and commissioning should be furnished in detail separately by Vendor along with the Technical offer.
7. LEVELLING & ANCHORING SYSTEM: Complete anchoring system including foundation bolts , anchoring materials, fixtures, leveling shoes etc., shall be supplied along with the Weighing Machine.
8. Final calibration (with validity for one year) and stamping of the WEIGH BRIDGE by statutory authority shall be under the scope of the supplier.

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

a) SCOPE OF WORK:

Periodical maintenance on every month and breakdown maintenance as and when informed by SSWMB. The schedule of providing maintenance shall consist of checking the performance of the equipment and accessories periodically. The schedule shall consist of emergency breakdown as also the corrective and remedial routine maintenance services to the various systems. Replacement made in respect of defective units to set right the malfunction of the system concerned as also the Viz. all PCB, indicator, calibration, stamping fee etc., shall be at free of cost. Repairs / rectification replacement of all components / PCB as deemed necessary by firm Engineers shall be at free of cost. Work shall be done during normal working hours.

b) CONTRACT PERIOD:

The AMC order will be issued after completion of the guarantee period. Based on the performance of the First year Annual maintenance Contract, the AMC order may renewed every year till Six years as per the price quoted by the Bidder.

c) TERMS OF PAYMENT:

On satisfactory completion of monthly servicing and on certification by the SSWMB's Engineer, Quarterly payment will be recommended on pro-rata basis on production of pre-receipted bill in the format.

d) SECURITY DEPOSIT FOR AMC:

The Bid Security / Bank Guarantee deposit paid by the successful Bidder will be kept as Security Deposit for the Annual maintenance contract for a period of five years and the same will be refunded after successful completion of 6 years AMC period.

e) AGREEMENT FOR AMC:

An agreement in the SSWMB prescribed format will be provided for execution.

f) PENALTY CLAUSE (FOR AMC)

i) 70% of the contract value pertains towards the cost of spare parts for the maintenance of the Weighbridge and the balance 30% is for the labour cost. Hence if the minimum servicing once in a month is not carried out, 30% of the contract value for the respective month will be deducted from the bill towards the labour cost alone.

ii) Breakdown calls shall be attended by the firm within 24 hours from the time of receipt of breakdown message from the SSWMB. In case the firm is not responding to SSWMB urgent calls, ½% of the total contract value per week (a week is defined as 7 days inclusive of holidays) or part thereof subject to a maximum of 5% of the total contract value will be deducted from the firm's bill.

iii) Advance information of at least 24 hours shall be given by the firm before undertaking maintenance and servicing works.

NOTE:

Tenders without Comprehensive Annual Maintenance Contract for SIX years will NOT be considered for evaluation.

OTHER CONDITIONS:

- 1) The technical specification – "Schedule-A" and Price Schedule – B" to read in conjunction to make sure of the supply and works involved.
- 2) Technical and Commercial condition shall be clearly furnish in the quotation. The offer shall mention the make and model of the equipment and shall accompany with the relevant technical leaflet.
- 3) The rate should be quoted as per unit.
- 4) The rate quoted should be maintained till the completion of supply and no upward price revision will be agreed to.
- 5) The Contractor may inspect the above existing area acquaint themselves and to quote their Tender.
- 6) The firm shall have full-fledged servicing facilities at Karachi with adequate qualified trained personnel. The address of the Service Centre at Karachi should also be mentioned in the offer.

- 7) The Comprehensive AMC order will be issued after completion of the guarantee period. Based on the performance of the First year Annual maintenance Contract, the Comprehensive AMC order will be renewed every year as per the price quoted by the tenderer.
- 8) The clarifications, if any the firm may contact "SSWMB Office"

NOTE: *The quantities may vary and same will be acquired / procured from the lowest bidder as and when required on need based throughout the contractual period.*

BILL OF QUANTITIES (BoQ)

NAME OF WORK

SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 120 MT PIT MOUNTED TYPE ELECTRONIC ROAD WEIGHBRIDGE ALONG WITH CUSTOMIZABLE SOFTWARE AT TWO DIFFERENT SITES OF LANDFILL SITE IN KARACHI.

"SCHEDULE B"

Sr. No.	Description of Work	QTY.	Unit No.	Rate/ Unit Rs.	Total Amount Rs.
1.	120 MT Pit Mounted Electronic Type Road Weighbridge complete with Load Cells, platform, indicator, jumbo display, P.C Printer, UPS, software and accessories etc. (Pease furnish the break – up in a separate sheet according to scope of work)	02	No.		
2	<p>Civil Job :</p> <p>A). Civil foundation 18x3 meter for the platform. (RCC)</p> <p>B). Approach road ramp.</p> <p>C). Other equipment.</p> <p>Civil and electrical work including the allied works for completion of</p> <ul style="list-style-type: none"> • <u>Weigh Bridge / Operating room size 16'x16'x12' (RCC)</u> • <u>Attach bathroom 6'x8'x12' complete in all respect the electric & plumbing work & fitting.</u> • <u>Underground RCC water tank size 8'x8'x6'</u> • <u>RCC watch tower size 6'x'6'x8' steel stairs on the</u> 	02			

3	<p>roof of the weigh bridge operation room along with the approach by RCC Stair outside the weigh bridge operation room & Installation / fitting / fixing of;</p> <ul style="list-style-type: none"> • <u>Glass for Cabin size 6'x10'x8' inside the weigh bridge operation room.</u> <p><u>Office Furniture & Equipment:</u></p> <ul style="list-style-type: none"> • Tables size 6x3 • Revolving Chairs • Ordinary Chairs (Standard) • P/F of Ceiling fans of 56" • P/F of 1.5 Tons AC Split Type • P/F of Fiber Tank (1000 liters) • 5 horse power donkey pump 	04	04	08	04	
TOTAL AMOUNT						
<p>Amount in Words: _____</p> <p>_____</p>						

NOTE

1. The Bidder shall furnish their Offers for all the items mentioned above else it will be treated as incomplete offer.
2. If any of the statutory levy mentioned above is not required the same may be stated as NIL.
3. If any of the statutory levy is required other than the one mentioned above, the same may be indicated separately along with the rate at which it is charged.

4. Offers without quote for the Comprehensive Annual Maintenance Contract will not be considered for further evaluation.

Bidder is required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant documents required. In case of any deviation / incomplete documents from tender will be prohibited for competing in the tender / render their offer in invalid.

Pay Order/ Demand Draft No. _____ / Bank Guarantee No. _____ drawn on _____ (Name & address of the Bank) for an Amount of Rs. _____ in words (_____) of Bid Security equal to 5% of the total bid amount (original must be attached with Bid).

Full Name & Address of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

Sr. No.	Description of work	Cost for the Comprehensive Annual Maintenance Contract
I.	Comprehensive Annual Maintenance Contract after the completion of guarantee.	
1.	1st Year	
2.	2 nd Year	
3.	3 rd Year	
4.	4 th Year	
5.	5 th Year	
6.	6 th Year	

Note:

1. Bidder without quote for 6 years Comprehensive AMC will not be considered for evaluation.
2. The actual cost under Item No.I and Net Present Value (NPV) of Item No.II shall be adopted for the evaluation purpose for arriving the order of merit.
3. The AMC charges quoted shall include the charges towards annual stamping of the weigh bridge system by the concerned authorities.

Bidders Signature and Seal

GOVERNMENT OF SINDH

No More Corruption in Pakistan

MODIFIED TENDER DOCUMENT

Reference No.

SSWMB/NIT/6-2017-18

[Single Stage – One Envelope Procedure]

As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

NAME OF WORK

**SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 120
MT PIT MOUNTED TYPE ELECTRONIC ROAD WEIGHBRIDGE
ALONG WITH CUSTOMIZABLE SOFTWARE AT SIX
DIFFERENT SITES OF GTS IN KARACHI.**

Estimated Cost:	Offer rate
Tender Cost:	Rs. 3000
Time Limit:	90 Days
To be Opened on:	24-11-2017 at 1530 hours
Validity of Tender:	90 Days

EXECUTIVE DIRECTOR (OPERATIONS-I)

Note:

- i. This document is also available on SPPRA and SSWMB website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender Cost fee.*
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

Tender Document
(Reference No. SSWMB/NIT-6/2017-18)

NAME OF WORK

SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 120 MT PIT MOUNTED TYPE ELECTRONIC ROAD WEIGHBRIDGE ALONG WITH CUSTOMIZABLE SOFTWARE AT SIX DIFFERENT SITES OF GTS IN KARACHI.

[Single Stage – One Envelope Procedure]
As per Rule 46(1) of Sindh Public Procurement Rules, 2010
(Amended 2017)

SCHEDULE

Issuance	09-11-2017 (Both days inclusive) during office hours.
Bid Submission	24-11-2017 by 1500 hours
Bid Opening	24-11-2017 at 1530 hours

Date of issue:

Name of Contractor:

Contractor's
Representative

Name & Signature of
Tender Issuing
Officer:

SEAL AND SIGNATURE OF
THE CONTRACTOR

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INVITATIONFORBIDS

NIT No: **SSWMB/NIT-6/2017-18**

Method and procedure of:
Procurement **SINGLE STAGE – ONE ENVELOP PROCEDURE**
As per Rule 46(1) of Sindh Public Procurement
Rules, 2010 (Amended 2017)

Description of Work: **Supply, Erection, Testing and Commissioning of
120 Mt Pit Mounted Type Electronic Road
Weighbridge Along With Customizable Software
At Six Different Sites of GTS in Karachi.**

Name of Bidder: _____

BIDDER'S ELIGIBILITY CRITERIA

S. No.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN			
2.	Sindh Revenue Board Registration (SRB) Registration			
3.	Proof of payment of tender document fee			
4.	Required Bid Security is attached			
5.	Bid is signed, named and stamped by the authorized person of the firm along with Authorized letter.			
6.	The bidder must be Original Equipment Manufacturer / Authorized dealer of Electronic Road Weighbridge (Documentary evidence to be attached).			
7.	Should have annual turnover of at least 30 Million of the last 3 financial years (financial statement to be attached).			
8.	Performance certificate from at least 5 (five) organizations / companies to whom the party has supplied the electronic road weigh bridge to be attached of last three years.			

NOTE: *No bid shall be evaluated unless the bidder fulfills the eligibility criteria*

Signature of Contractor

Instructions to Bidders

1. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
2. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
3. The SSWMB shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010 (Amended 2017)
4. The envelope containing the tender documents shall refer the name and number of the work.
5. All works shall be measured by standard instruments according to the rules.
6. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
7. Any bid received by the SSWMB after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
8. Prior to the detailed evaluation of bids, the SSWMB will determine whether the bidder fulfills all Codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
9. Bid without bid security of required amount and prescribed form shall be rejected.
10. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - a) **In case of item rates,** .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If

there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

- b) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

INFORMATION SHEET

- (a) Name of Procuring Agency: **Sindh Solid Waste Management Board**
- (b) Brief Description of Work: **Supply, Erection, Testing and Commissioning of 120 Mt Pit Mounted Type Electronic Road Weighbridge Along With Customizable Software at Six Different Sites of GTS in Karachi.**
- (c) Procuring Agency's address: **Bungalow No. 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi.**
- (d) Estimated Cost: **Offer rate**
- (e) Amount of Bid Security: **Five Percent** (in shape of Pay Order or Demand Draft or Bank Guarantee in Pak Rupees issued by scheduled / commercial bank doing business in Pakistan.)
- (f) Period of Bid Validity (days): **90 Days**
- (g) Security Deposit:
(including bid security): **Ten Percent**
- (h) Percentage, if any,
to be deducted from bills: **Five Percent Bid Security +
Five Percent Deducted From Bills**
- (i) Deadline for Submission
of Bids along with time: **24.11.2017 at 1530 hours.**
- (j) Venue, Time, and Date
of Bid Opening: **SSWMB, Bungalow No. 13, Al-Hamra
Housing Society, Shaheed e Millat
Road, Karachi at 03:30 PM**
- (k) Time for Completion from the date
Of work order of commence: **90 Days**
- (l) Liquidity damages: **0.05% Per Day of Contract Amount.**
- (m) Deposit Receipt No, Date, Amount:

SCOPE OF WORK

1. SUPPLIER'S SCOPE OF WORK:- Design, Engineering, supply, erection, commissioning and stamping of 6 No. **120** MT Pit mounted type weighbridge complete with Kit, Indicator, Load Cells, Platform, Jumbo LED display, P.C., Printer, UPS etc. as per the technical details. The scope shall also include integration of entire weighbridge and providing suitable software as specified above. The entire job is to be undertaken covering mechanical, civil & electrical works including supply of all required material for civil construction & electrical works.

2. MATERIAL/EQUIPMENT DETAILS:- Any material / equipment not specifically mentioned in this tender but required for the completion of the work, shall be deemed to be included in the Scope of Work. A list of materials mentioning technical details, I.S. Code, quantity etc. to be enclosed in a separate sheet as Annexure.

3. PRICE:- The price to be quoted inclusive of all taxes at Sindh and Federal and shall remain firm & final and no escalation on any nature shall be allowed in this supply during the contract period.

4. WAYBILL:- All necessary way bills will be borne by Contractor.

5. FREIGHT & TRANSIT INSURANCE:- The freight is included in the price and transit insurance shall bear ranged by the supplier.

8. DELIVERY:-

- **Terms of delivery/destination:-** The supplier shall deliver the material at specified GTS mentioned tender documents / any recommended place pointed out by SSWMB department.

- **Completion period for supply and erection:-** Erection, testing, commissioning & stamping of the weigh bridge shall be completed within 90 (ninety) days after receipt of the material at site.

9. GUARANTEE/ WARRANTY:- Material to be supplied by the supplier shall be guaranteed against manufacturing defects because of raw materials, faulty workmanship, faulty design, drawing and deficiency in performance for 12 months from the date of commissioning or 18 months from the date of last major dispatch whichever is earlier. In case the

material/equipment found defective during the warranty period the supplier will make good without any cost to us.

10. INSPECTION, ACCEPTANCE AND REJECTION:- The supplier shall be responsible for the quality assurance of the items to be supplied by them / their sub-contractor. The supplier shall prepare and submit detailed quality assurance plan to us for review and approval, this will include test to be done at suppliers works as well as at our site. The supplier shall also maintain records of all tests and checks done during the stages of manufacturing and shall produce all such documents at the time of giving the inspection call. We shall be entitled at any time during manufacturing process to inspect, examine and test the materials, workmanship and performance of the equipments to be supplied by the supplier. The supplier shall co-operate with our representative during such checks and shall allow access to our representative to their/ sub- vendor's premises / works. All kind of expenses regarding test of equipment or material will be borne by the contractor

11. Site safety and Environment protection: During execution of work, the party/supplier shall be solely responsible for complying all the statutory requirements of Govt. bodies and any statutory bodies with respect to site health, safety and environment.

12. FORCE MAJURE:- Either party shall not be in any way liable for non-receipt, non-supply of material in whole or part of our ordered quantity in consequence of any strike, lockout, stoppage, fire, breakdown, accident or whatever in nature.

13. TIME IS THE ESSENCE OF THE CONTRACT: Time is the essence of the contract and the party shall ensure that all the obligations under the contract are completed within the agreed time schedule. The supplier / party shall be solely responsible for all the delays including delays caused by its vendors. In case of delay in progress of the works SSWMB reserves the right to with hold the payment, cancel the contract unilaterally or complete the work departmentally or by engaging another agency at the cost and risk of the supplier.

14. RISKPURCHASE- In the event of failure to execute the order completely within the stipulated delivery period / commissioning schedule, SSWMB will have the right to make an alternate arrangement / purchase the entire / remaining job / materials at your risk and cost without assigning any reason thereof.

15. Forfeiture of the Earnest Money :- If a bidder withdraw or modify its bid during the period of bid validity specified, the earnest money shall be forfeited. b) In case of successful bidder not executing order in full, the earnest money shall be forfeited.

16. PENALTY:- Penalty at the rate of 0.5% (half percent) on the delayed period, on order value, per week subject to maximum 5% shall be imposed for the Quantities not supplied within the delivery period.

17. VALIDITY:- The offer will remain valid for a minimum period of 60 (Sixty) days from the date of opening of bid.

18. RESERVATION:- The SSWMB reserves the right to accept / reject / cancel any or all at any stage without assigning any reason thereof. No claim whatsoever shall be admissible for the alleged loss/damage suffered by the bidders on account of such rejections.

19. FILLING OF TENDER PAPER:- The tender document should be stamped and signed in each page as a token of acceptance of the tender terms and conditions and should accompany with all the required information/documents, otherwise the tender is liable for rejection.

CONDITIONS OF CONTRACT

1. Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge / Deputy Director (GTS) or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work. The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated basis.

2. Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

3. Termination of the Contract.

(A) Sindh Solid Waste Management Board may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the DD (GTS) is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The **SSWMB** has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the **SSWMB**, The contractor shall have:-

(i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. SSWMB may invite fresh bids for remaining work.

4. Possession of the site and claims for compensation for delay. The officer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

5. Extension of Intended Completion Date. The **SSWMB** either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all s of the contract shall continue to be operative during the extended period.

6. Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge /

Deputy Director (GTS) and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

7. Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge / Deputy Director (GTS) shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge / Deputy Director (GTS) may prepare a bill from such list which shall be binding on the contractor in all respects. The Deputy Director /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge / Deputy Director (GTS) from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

8. Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge / Deputy Director (GTS) may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

9. Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of

new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge / Deputy Director (GTS) is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Deputy Director (GTS) can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Executive Director (Operations) Karachi.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

10. Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge / Deputy Director (GTS) or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith

to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge / Deputy Director (GTS) shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- (ii)** If the Engineer / Deputy Director (GTS) considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

11.

- (A) Inspection of Operations.** The Engineer / Deputy Director (GTS) and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

- (B) Dates for Inspection and Testing.** The Engineer / Deputy Director (GTS) shall give the contractor reasonable notice of the intention of the Engineer-in-charge / Deputy Director (GTS) or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

12: Examination of work before covering up.

- (A)** No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor

accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer / SSWMB.

14. Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Director (GTS). When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labor shall be paid by him.

15. Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer / Deputy Director (GTS). Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

16. Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Executive Director (GTS) of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract

upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

17. Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer / Deputy Director (GTS) (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

18. Financial Assistance /Advance Payment.

(A) Mobilization advance shall not be applicable.

19. Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

20. Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

TECHNICAL SPECIFICATION

- 1 Weighbridge Type :PIT Mounted, fully Electronic Road Weigh Bridge
- 2 Capacity : 120 MT.
- 3 Least count : 10 Kg.
- 4 Plat form Size : 18 m x 3m (please specify the total weight of the platform).
- 5 Platform Construction : Fully welded module type M.S. structure with main imported Girders, crossbeam, support beam and 10mm antiskid checkered top plate. (MTC / FTC to be provided by supplier.
- 6 Painting of structure : EPOXY to meet IS: 2074 (on the base of red oxide).
- 7 Load Cell : 8 Nos. share type, S.S 304, IP68, Hermetically Sealed Unit, Capacity- 20 Tons. each, Ambient temp 55^oC max. Safe load - 125% of capacity Ultimate Load - 300% of capacity.
- 8 Indicator : 2 x 7 Segment Fluorescence / LED display with Time Clock and date, Numeric key pad with Tare, ZERO, ID, Report, Record & Print button. 2Nos. Serial Port interface with RS 232, RS 422/RS 485 and 1 No. parallel port for printing report directly from the indicator.
- 9 Jumbo display : 50mm letter height, 7 segment bright LED.
- 10 Junction Box &Cable : Stainless steel with IP65 protected and required Length of steel braided, 6 Core,

Load Cell Cable from Junction Box to Indicator.

- 11** Computer : 02. Nos 4 core due, Intel Processor & mother board, 4GB Ram 500 GB HDR & DDR, with 20" wide screen LCD, standard key board & mouse suitable for the system.
- 12** Printer :2 Nos. Dot Matrix, 80 column with speed 166s one for indicator & other for P.C.
- 13** UPS :1 No. 1000 VA, with 2.00 Hr. battery back up
- 14** Software for Weighbridge :Complete weighbridge management user Management friendly Software for processing data's date wise, truck wise, challan wise, shift wise, customer wise etc. for generation of daily/ weekly &monthly report. Preparing Transport Permit, Invoice etc. as per our requirement. Provision for connecting with other weighbridges / server computer by LAN & sharing the common data base.
- 15** Civil Job : Civil work shall included total civil foundation 18x3 meter as per the drawing for the platform, approach ramps and other equipment. Construction of weigh house / operating room 14x16 feet with two aluminum glass window & wooden door attached bath room 6x8 feet complete in all respect tile, electric & plumbing work & fitting one underground RCC tank size 8'x8'x6'.
- 16** Supervision of erection :Time of civil work, erection and & Commissioning, commissioning, Stamping of the weighbridge first: stamping of the Weighbridge stamping of the Weighbridge

as per the provisions of weights & measure dept.

- 17 Drawings and Manual** : The supplier must provide three sets each of the following manuals and drawings including Plan drawing and shop drawing of Weigh House.
- a. **Operation Manual** : Three sets of operation manual must be provided by the supplier which must cover, interalia, the principal features of the machine, the control philosophy used, pre-starting checks, starting procedures, operation procedure, DOs and DONTs, trouble shooting, emergency procedures, safety trips etc.
- b. **Maintenance Manual** : Three sets of maintenance Manual must be Provided by the supplier which include, maintenance procedure, preventive maintenance schedule and tolerance limit etc. The maintenance manual should contain dismantling and assembling procedures
- c. **Spare parts Manuals** : The manual must contain, interalia, spare Parte details such as drawing no., part no. and technical specification of all the mechanical and electronic equipments
- d) **Construction Drawing** : Three sets of detail drawings showing foundation, retaining wall, weigh house, bath room and other required drawing. Should be attached with the tender documents

- e) Mechanical & Electrical : All the mechanical (structure and placement) Drawing and electrical (circuit and placement) drawing should be provided with the tender documents

ENVIRONMENTAL PERFORMANCE OF THE MACHINE:

1. The machine shall be suitable for an ambient temperature of +55°C and relative humidity of 95% respectively, but both do not occur simultaneously.
2. If any safety/environmental protection enclosure is required it shall be built in the weighing machine by the vendor.
3. Paint of the machine shall be weather resistant and shall not peel off due to weathering.
4. Weather conditions are tropical, Atmosphere may be dust laden during some part of the year.
5. Thermal Stability of the complete machine keeping in view specified Ambient Conditions and accuracy requirements of SSWMB and contractor should ensure trouble free operation of the Weighbridge and shall protection to take care of all power fluctuation.

INSPECTION & MACHINE ACCEPTANCE:

1. Contractor to give details on MACHINE INSPECTION Tests to be performed by Vendor at Vendor's works, on the machine before dispatch.
2. Full load test to demonstrate the maximum capacity of the weighing machine.
3. Demonstration of all features of the weighing machine, indicator system and accessories
4. Tests/Activities to be carried out at SSWMB works while commissioning the machine.
5. Accuracy, Repeatability, Safe Over-Load Testing, Communication Connectivity and tests recommended by the Vendor.
6. Demonstration of all features of the weighing machine, indicator system and accessories to the satisfaction of SSWMB for effective use of the machine.

MACHINE ERECTION & COMMISSIONING:

1. Contractor to take full responsibility for complete works relating to the erection and commissioning of the subject weigh-bridge. Service requirements like crane, lifting tackles, skilled man-power, etc. shall be mobilized by the Bidder.
2. Tools, Tackles, instruments and other necessary equipment required for erection and commissioning should be brought by the Vendor.
3. Commissioning spares, required for commissioning of the machine within stipulated time, shall be brought by the Vendor on returnable basis.
4. Portion, if any, of the machine, accessories and other supplied items where paint has rubbed off or peeled during transit or erection should be repainted and merged with the original surrounding paint by the vendor. For this purpose, the Vendor should supply sufficient quantity of touch up paint of various colors of paint used.
5. Schedule of Erection and Commissioning shall be submitted with the offer.
6. Charges, duration, terms and conditions for erection and commissioning should be furnished in detail separately by Vendor along with the Technical offer.
7. LEVELLING & ANCHORING SYSTEM: Complete anchoring system including foundation bolts , anchoring materials, fixtures, leveling shoes etc., shall be supplied along with the Weighing Machine.
8. Final calibration (with validity for one year) and stamping of the WEIGH BRIDGE by statutory authority shall be under the scope of the supplier.

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

a) SCOPE OF WORK:

Periodical maintenance on every month and breakdown maintenance as and when informed by SSWMB.

The schedule of providing maintenance shall consist of checking the performance of the equipment and accessories periodically.

The schedule shall consist of emergency breakdown as also the corrective and remedial routine maintenance services to the various systems.

Replacement made in respect of defective units to set right the malfunction of the system concerned as also the Viz. all PCB, indicator, calibration, stamping fee etc., shall be at free of cost.

Repairs/rectification replacement of all components/PCB as deemed necessary by firm Engineers shall be at free of cost. Work shall be done during normal working hours.

b) CONTRACT PERIOD:

The Annual maintenance Contract order may issued after completion of the guarantee period subject the performance of work carried out by the contractor. The Annual maintenance Contract order will be renewed every year for with maximum six years as per the price quoted by the Bidder.

c) TERMS OF PAYMENT:

On satisfactory completion of monthly servicing and on certification by the SSWMB's Engineer, Quarterly payment will be recommended on pro-rata basis on production of pre-receipted bill in the format.

d) SECURITY DEPOSIT FOR AMC:

The Bid Security / Bank Guarantee deposit paid by the successful Bidder will be kept as Security Deposit for the Annual maintenance contract for a period of five years and the same will be refunded after successful completion of 6 years AMC period.

e) AGREEMENT FOR AMC:

An agreement with SSWMB prescribed format will be provided for execution.

f) PENALTY CLAUSE (FOR AMC)

i) 70% of the contract value pertains towards the cost of spare parts for the maintenance of the Weighbridge and the balance 30% is for the labor cost. Hence if the minimum servicing once in a month is not carried out, 30% of the contract value for the respective month will be deducted from the bill towards the labor cost alone.

ii) Breakdown calls shall be attended by the firm within 24 hours from the time of receipt of breakdown message from the SSWMB. In case the firm is not responding to SSWMB urgent calls, 1/2% of the total contract value per week (a week is defined as 7 days

inclusive of holidays) or part thereof subject to a maximum of 5% of the total contract value will be deducted from the firm's bill.

- iii) Advance information of at least 24 hours shall be given by the firm before undertaking maintenance and servicing works.

NOTE:

Bidder without Comprehensive Annual Maintenance Contract for SIX years will NOT be considered for evaluation.

OTHER CONDITIONS:

- 1) The technical specification – "Schedule-A" and Price Schedule – B" to read in conjunction to make sure of the supply and works involved.
- 2) Technical and Commercial condition shall be clearly furnish in the quotation. The offer shall mention the make and model of the equipment and shall accompany with the relevant technical leaflet.
- 3) The rate should be quoted as per unit.
- 4) The rate quoted should be maintained till the completion of supply and no upward price revision will be agreed to.
- 5) The Contractor may inspect the above existing area acquaint themselves and to quote their Tender.
- 6) The firm shall have full-fledged servicing facilities at Karachi with adequate qualified trained personnel. The address of the Service Centre at Karachi should also be mentioned in the offer.
- 7) The Comprehensive AMC order will be issued after completion of the guarantee period. Based on the performance of the First year Annual maintenance Contract, the Comprehensive AMC order will be renewed every year as per the price quoted by the Bidder.
- 8) The clarifications, if any the firm may contact "SSWMB Office"

NOTE: The quantities may vary and same will be acquired / procured from the lowest bidder as and when required on need based throughout the contractual period.

BILL OF QUANTITIES (BoQ)

NAME OF WORK

SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 120 MT PIT MOUNTED TYPE ELECTRONIC ROAD WEIGHBRIDGE ALONG WITH CUSTOMIZABLE SOFTWARE AT SIX DIFFERENT SITES OF GTS IN KARACHI.

"SCHEDULE B"

ITEM No. I:

Sr. No.	Description of Work	Qty.	Unit No.	Rate/ Unit Rs.	Total Amount Rs.
1.	120 MT Pit Mounted Electronic Type Road Weighbridge complete with Load Cells, platform, indicator, jumbo display, P.C Printer, UPS, software and accessories etc. (Pease furnish the break – up in a separate sheet according to scope of work)	6	No.		
2	<p>Civil Job :</p> <p>A).Civil foundation 18x3 meter for the platform. (RCC)</p> <p>B). Approach road ramp.</p> <p>C). Other equipment.</p> <p>Civil and electrical work including the allied works for completion of ,</p> <ul style="list-style-type: none"> • <u>Weigh Bridge / Operating room size 16'x16'x12'(RCC)</u> • <u>Attach bathroom 6'x8'x12'</u> complete in all respect the electric & plumbing work & fitting. • <u>Underground RCC water tank size 8'x8'x6'</u> • <u>RCC watch tower size 6'x6'x8'</u>steel stairs on the 	6			

	<p>roof of the weigh bridge operation room along with the approach by RCC Stair outside the weigh bridge operation room & Installation / fitting / fixing of</p> <ul style="list-style-type: none"> • <u>Glass for Cabin size 6'x10'x8' inside the weigh bridge operation room.</u> 			
3	<p><u>Office Furniture & Equipment:</u></p> <ul style="list-style-type: none"> • Tables size 6x3 • Revolving Chairs • Ordinary Chairs (Standard) • P/F of Ceiling fans of 56" • P/F of 1.5 Tons AC Split Type • P/F of Fiber Tank (1000 litters) • 5 horse power donkey pump 	<p>12</p> <p>12</p> <p>24</p> <p>12</p> <p>06</p> <p>06</p> <p>06</p>		

- NOTE
1. The Bidder shall furnish their Offers for all the items mentioned above else it will be treated as incomplete offer.
 2. If any of the statutory levy mentioned above is not required the same may be stated as NIL.
 3. If any of the statutory levy is required other than the one mentioned above, the same may be indicated separately along with the rate at which it is charged.
 4. Offers without quote for the Comprehensive Annual Maintenance Contract will not be considered for further evaluation.

Bidder is required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant documents required. In case of any deviation / incomplete documents from tender will be prohibited for competing in the tender / render their offer in invalid.

Pay Order/ Demand Draft No _____ / Bank Guarantee No. _____ drawn on _____ (Name & address of the Bank) for an Amount of Rs. _____ in words (_____) of Bid Security equal to 5% of the total bid amount (original must be attached with Bid).

Full Name & Address of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

Sr. No.	Description of work	Cost for the Comprehensive Annual Maintenance Contract
I.	Comprehensive Annual Maintenance Contract after the completion of guarantee	
1.	1 st Year	
2.	2 nd Year	
3.	3 rd Year	
4.	4 th Year	
5.	5 th Year	
6.	6 th Year	

Note:

1. Tenders without quote for 6 years Comprehensive AMC will not be considered for evaluation.
2. The actual cost under Item No.I and Net Present Value (NPV) of Item No.II shall be adopted for the evaluation purpose for arriving the order of merit.
3. The AMC charges quoted shall include the charges towards annual stamping of the weigh bridge system by the concerned authorities.

Bidders Signature and Seal

GOVERNMENT OF SINDH

MODIFIED TENDER DOCUMENT

OPERATION / MAINTENANCE OF SSWMB LANDFILL SITE AT DEH GOND PASS (HUB RIVER ROAD) KARACHI

[Single Stage – One Envelope Procedure]
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

Reference: SSWMB/NIT-4.2/2017-18

Sindh Solid Waste Management Board,
Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e-Millat Road Karachi.
Phone: +92-21-99333704-06
Facsimile: +92-21-99333707
E-mail: info@sswmb.gos.pk URL: www.sswmb.gos.pk

Note:

- i. This document is also available on SPPRA and SSWMB website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender fee.*
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

Tender Document

(Reference No. SSWMB/NIT-4.2)

OPERATION / MAINTENANCE OF SSWMB LANDFILL SITE AT DEH GOND PASS (HUB RIVER ROAD) KARACHI

[Single Stage – One Envelope Procedure]
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

SCHEDULE

Issuance	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours.
Bid Submission	24-11-2017 at 1500 hours
Bid Opening	24-11-2017 at 1530 hours

Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	

SEAL AND SIGNATURE OF
THE CONTRACTOR

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INVITATION FOR BIDS

Description of Work : **OPERATION / MAINTENANCE OF SSWMB LANDFILL SITE AT DEH GOND PASS (HUB RIVER ROAD) KARACHI**

Name of Bidder : _____

MINIMUM BIDDER'S ELIGIBILITY CRITERIA

Sr. NO.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN.			
2.	SRB Registration.			
3.	Proof of payment of tender document fee.			
4.	Bid Security (5%).			
5.	Registration with PEC under Category-4.			
6.	Registration with EPA.			
7.	Minimum experience of two (02) years for Landfill Management / Solid Waste Management related works.			
8.	Proof of turnover of Rs. 50 Million & above during last three years. (Certificate of the bank to be attached).			
9.	List of litigation (if any) within last three (03) years, nature and status / outcome.			
10.	Affidavit / Undertaking that firm has never been blacklisted.			
11.	The contractor / firm whether individually / part of the consortium or Joint Venture, who is already performing waste transfer contracts (front end and middle end) with the SSWMB cannot participate in the tender in order to preempt conflict of interest. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
12.	The contractor / firm who is intend to participate in the tender (SSWMB/NIT-8), i.e. 'Customization of weigh bridge software and its operation / maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB landfill site & GTS in Karachi' cannot participate in the Tender. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
13.	The contractor who is at defaulter in working with SSWMB cannot participate in the tender.			
14.	Bid document is signed, named and stamped by the authorized person of the firm along with Authorized letter.			

NOTE: - No bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria.

Signature of Contractor

CORRIGENDUM / EXTENSION IN DATE

(SSWMB / NIT-3, 4, 5, 6, 7 & 8 / 2017-18 - Reference: INF – KRY – 4504/17)

ALL INTERESTED BIDDERS / CONCERNED ARE HEREBY INFORMED TO NOTE THE FOLLOWING IN THE TENDERS PUBLISHED IN DAILY DAWN, JANG, & KAWISH ON 26TH OCTOBER 2017 AND UPLOADED ON SPPRA **WEBSITE (WWW.PPRASINDH.GOV.PK) AS WELL AS AT SSWMB WEBSITE (WWW.SSWMB.GOS.PK)**:

MINOR CORRECTION HAVE BEEN MADE IN THE BIDDING DOCUMENTS OF NIT-3, 4, 5, 6, 7 & 8 OF 2017-18. BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS AS PER MODIFIED BIDDING DOCUMENT ON FOLLOWING REVISED SCHEDULE.

REVISED SCHEDULE

S. No.	Schedule	Date & Time	Venue
1.	Issuance of modified Bidding Documents	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	24-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board , Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	24-11-2017 at 1530 hours	

All other Terms and Conditions of tenders shall remain same.

Deputy Director (Procurement)
Sindh Solid Waste Management Board

Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi

Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

NOTICE INVITING TENDER
(SSWMB/NIT-3, 4, 5, 6, 7 & 8 / 2017-18)

Government of Sindh under an Act of Sindh Assembly has established Sindh Solid Waste Management Board (SSWMB) to manage Municipal Solid Waste, Medical Hazardous Waste and Industrial Hazardous Waste in an integrated and holistic manner in Karachi and all other cities and towns of the Province. Sindh Solid Waste Management Board (SSWMB) invites sealed bids from interested Contractors / Firms for carrying out the Works / Services mentioned below under *SINGLE STAGE – ONE ENVELOPE PROCEDURE*:

TENDER REFERENCE NUMBER	NAME OF WORK	ESTIMATED COST	TENDER COST
NIT-3/2017-18			
NIT-3.1/2017-18	Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works)	49.300 Million	Rs. 3000/-
NIT-3.2/2017-18	Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road), Karachi. (Civil Works)	49.300 Million	Rs. 3000/-
NIT-4/2017-18			
NIT-4.1/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi.	Open Rate	Rs. 3000/-
NIT-4.2/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub River Road), Karachi.		Rs. 3000/-
NIT-5/2017-18			
NIT-5/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at two different sites of Landfill Site in Karachi.	Open Rate	Rs. 3000/-
NIT-6/2017-18			
NIT-6/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at six different sites of GTS in Karachi.	Open Rate	Rs. 3000/-
NIT-7/2017-18			
NIT-7/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pitless / Portable / Moveable Electronic Weighbridge along with customizable software at different designated locations in Karachi.	Open Rate	Rs. 3000/-
NIT-8/2017-18			
NIT-8/2017-18	Customization of Weigh Bridge Software and its Operation / Maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB Landfill Site & GTS in Karachi.	Open Rate	Rs. 3000/-

TENDER SCHEDULE

Sr. No.	Schedule	Date & Time	Venue
1.	Issuance of Bidding Documents	From 27-10-2017 to 13-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	13-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	13-11-2017 at 1530 hours	

- Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through **PAY ORDER OR BANK DRAFT of Pak Rs.3,000/- (for each work)** in favor of **Sindh Solid Waste Management Board** as per schedule given above from the office of **Assistant Director (Finance)**, SSWMB during office hours. Alternatively the documents may also be downloaded from the website www.pprasindh.gov.pk or www.sswmb.gos.pk. The companies downloading the documents from the websites must submit Tender Document Fee in the shape of Pay Order or Demand Draft as mentioned above at the time of submission of the bid.
- Bid Security of amount equivalent to 5% of the total quoted bid amount must be attached with the bids.
- Proof of Registration with FBR (NTN / Sales Tax) and Sindh Revenue Board (SRB) is to be submitted with the bids.
- The Bids must be in sealed envelope and submitted SEPARATE FOR EACH WORK / SERVICES.
- The envelope must clearly state:
 - Name of the Work (e.g. **Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works) and;**
 - Tender Reference Number as mentioned on the bid document (e.g. **SSWMB/NIT.3.1/2017-18**).
- In case, the date of opening of bids is declared as a public holiday or non-working day due to force Majeure, the next official working day shall be deemed to be date for issuance, submission and opening of tenders. The time and venue shall remain unchanged.
- Sindh Solid Waste Management Board** shall not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules, 2010 (Amended 2017).

Deputy Director (Procurement)
Sindh Solid Waste Management Board

Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi
Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

INTRODUCTION

- Karachi is spread over a vast area of about 3,527 sq. km.
- The population of Karachi produces around 12,000 tons of Municipal Solid Waste / day out of which about 70 - 75% reaches landfill Sites by the present set-up of DMCs / DCK and Sindh Solid Waste Management Board.
- At present, there are a large number of scavengers (50,000 Approx) operating in Karachi, who collect about 60-100 kg each of recyclable materials like paper, glass, ferrous waste, plastic bottles etc.
- In most parts of Karachi there is Communal Collection of Waste. Large containers ranging from 5 cubic yards to 30 cubic yards are placed at any available spot. Mostly these containers are full and overloaded. The garbage lifting is mainly done at these points.
- Karachi's households may be divided as follows:
 - High Income Group: With low population density. House size from 500 sq. yards plots to 2000 sq yards plots.
 - Middle Income Group: With medium population density. House size from 200 sq. yards plots to 500 sq. yards plots and high rise buildings.
 - Low Income Group: House size from 80 yards plots to 100 yards plots.
 - Slum areas or informal housing areas.
 - Old City Areas with narrow streets and heavy traffic congestion
 - Commercial Areas with high-rise buildings, shops and offices.
- At present, door-to-door collection of domestic solid waste is in practice in few small societies/areas where certain groups are operating with small carts and charging Rs. 50-300 per household per month depending on the area served. This service is mostly provided by informal sector, however many NGOs are also trying to perform this service. At present there is no organized commercial company providing such services except in some parts of Clifton Cantonment Board and Defense Housing Society. The DHA has given a contract to a private company.
- Waste Recycling is a major un-organized industry in Karachi. Materials like paper, card boards, packing materials, glass bottles, plastics. Ferrous items, bones are collected either from the producers or from the communal garbage dumps. The yard waste and kitchen waste is usually thrown on the street sides to rot and produce bad smell, attract vermin and cause unhealthy and ugly aesthetics.

EXISTING LANDFILL AREA (Gond Pas) - 500 ACRES

This landfill site receiving daily garbage as well as backlog garbage of district South, West, CBC, SITE, Navy etc. The rough approximate quantity of daily garbage is 3000 ton per day.

INSTRUCTIONS TO BIDDER

The Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Karachi, in accordance with Sindh Public Procurement Rules, 2010 (amended 2017), invites interested & experienced contractors / Services providers and registered firms to submit sealed bids for the "Operation and Maintenance of Sindh Solid Waste Management Board landfill Site (LFS) at Deh Gond Pass, Karachi" on 'Single Stage – One Envelope Procedure':

"Operation and Maintenance of Sindh Solid Waste Management Board landfill Site (LFS) at Deh Gond Pass, Karachi"

- Tender Fee (Non-Refundable): **Rs. 3000/-**
- Last date of purchase of Bid Document: **09-11-2017 to 24-11-2017**
- Last date & time of Bid submission: **24-11-2017 at 1500 hours.**
- Bid opening time: **24-11-2017 at 1530 hours.**
- The purpose of this document is to invite reputed and experiences firms and to submit their bids for providing of services / supplies for operation and maintenance of LFS according to the BoQ for a period of one (1) year.
- The bidder be registered with Sales Tax (SRB) and Income Tax Department (FBR).
- Scope of above-mentioned Work can be increased or decreased subject to provisions of SPPRA Rules 2010 (amended 2017).
 - Interested experienced suppliers & firms may obtain the Bid documents for the above-mentioned Work from the office of the Assistant Director (Finance), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi by submitting application on their letter head along with requisite Tender fee (Non-refundable) with valid copies of Income Tax, Sindh Revenue Board (SRB) Certificate, Latest Professional Tax Certificate (where applicable) and copy of CNIC.
- Sealed Bid on prescribed proforma along with 5% bid security of the total bid in the form of Pay Order / Demand Draft in favour of Sindh Solid Waste Management Board should reach in office of the Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi as per schedule given in the NIT and Bid documents.
- The bid shall contain original bid document purchased by the bidder and each page bearing initial of the Assistant Director (Finance) and round seal of the SSWMB.
- In case, the bidders use a downloaded copy of the bid document, it must be accompanied with Pay Order / Demand Draft of Rs. 3000/- as Tender Fee (Non-refundable), in favour of Sindh Solid Waste Management Board.
- Rate quoted must include Income Tax and other applicable taxes according to Government rules.

The Bid will be opened by the Procurement Committee in Committee Room of Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi in presence of representatives of the bidders who wish to be present on the occasion.

- Only bids offered on the prescribed tender form issued by the Sindh Solid Waste Management Board, Government of Sindh, Karachi or downloaded from SSWMB or SPPRA website shall be accepted. However additional sheets may be attached, if required.
- Conditional Bid / application will not be entertained.
- Work must be completed according to the time mentioned in the relevant clause of bid document.
- Any further information needed, may be obtained from the office of the Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi on any working day during office hours. The bidders are encouraged to visit the site where services / supplies are required.
- The competent authority reserves the right to reject any or all Bids in accordance with the SPPRA Rules 2010 (Amended 2017).
- In case Government announces a public holiday or unforeseen circumstances arise on the date of submission and opening of bid documents then the same will be opened on the next working day.

DATA SHEET

Sr. #	Data	
1.	Name of Work.	Operation / Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub River Road) Karachi.
2.	The Name of Procuring Agency's Official.	Sindh Solid Waste Management Board
	Address.	Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi.
	Telephone.	+92 21 99333706-07.
	Facsimile #	+92 21 99333700.
	Website.	<u>www.sswmb.gos.pk</u>
	E-mail.	<u>info@sswmb.gos.pk</u>
3.	Procedure of open competitive bidding	Single Stage – One Envelope Procedure.
4.	Bid shall be submitted by hand or reliable courier service, Proposal submitted through telegraph, telex, fax or e-mail will not be considered. In case the Bid is sent through courier or post, SSWMB shall not be responsible for any delay.	
5.	The bid submission address is at the office of SSWMB Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Proposal must be submitted as mentioned in the Tender Notice.	
6.	Bids shall remain valid for 90 (Ninety) days after the RFP/bid submission deadline.	
7.	Clarification may be requested not later than 7 (Seven) days before the submission date. The address for requesting clarification is Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, Bungalow No. 13, Al-Hamra Housing society, Shaheed e Millat Road, Karachi. e-mail <u>info@sswmb.gos.pk</u> , Facsimile +92 21 9933 3700	
8.	Alternative bids are not acceptable and shall not be entertained; each bidder should submit only one bid fulfilling all conditions, instructions and requirement contained in tender documents/RFP.	
9.	The Contractor / Bidder should quote the cost for each item of works inclusive of all National, Provincial, Local taxes, duties, expenses, contingencies and incidental charges.	
10.	Successful Contractor / Bidder is required to submit performance security at 5% (five percent) of the contract amount in shape of Pay Order or Demand Draft or Bank Guarantee in favor of Sindh Solid Waste Management Board, in Pak Rupees.	
11.	If required under rules, the contractor / bidder shall undertake to sign Integrity Pact as per Format provided by SSWMB under this contract.	

PREPARATION OF BID

1. Language of Bid

The Bid along with any accompanying literature shall be prepared in English language only.

2. Submission of Bid

- a. The bid shall comprise a Single Stage – One Envelope Procedure.
- b. The bid found to be the lowest evaluated bid shall be accepted.
- c. The Form of Bid (Annexure "A"), Minimum Eligibility Criteria (Annexure "B"), Bill of Quantities (Annexure "C") and Integrity Pact (Annexure "D") enclosed herewith, shall be submitted in duplicate. The authorized person signing the Bid documents must state his full name and authorized position / designation underneath his signature.
- d. The erasing and / or alternations, if any, in the Bid shall be authenticated by the authorized person by his / her full signature and with stamp.
- e. Where applicable, the Bid shall be accompanied with the original quotations from the manufactures; in case the Bid is submitted through their authorized agents or distributors, the same shall be supported by credentials establishing the experience and standing of the manufactures and / or their authorized agents or distributors.
- f. Ambiguous and incorrect answers and incorrect filling of Bid Documents will render the Bid liable to rejection.
- g. Quotations / Bids through cable, telegraph, telex, fax, or e-mail shall not be considered.
- h. The Bids shall not rely on any interpretation or correction given by any person except the written addenda and / or corrigenda to documents issued by the competent authority.

3. Bid Security Form and Bid Performance Security Form

- a. The Bidder shall enclose BID SECURITY with his / her Bid in shape of Pay Order or Demand Draft or Bank Guarantee to this Bid Documents, issued by a scheduled / commercial bank doing business in Pakistan, for an amount of 5% of the total Bid of the Items as per the Bid submitted by him / her.

- The bid Security shall be calculated on the basis of Rate offered by the bidder for base quantity of 3000 Tons per day for 365 days. The 5% Bid Security (Earnest Money) shall be returned to all bidders as soon as the contract is awarded to the Lowest Evaluated Bidder.

Bid Security PKR = quoted rate per ton X 3000 ton X 365 X 5%

- b. The Bid Security shall be in favor of Sindh Solid Waste Management Board, Karachi. The security so furnished shall remain valid for a period of 28 days beyond the period of validity of the Bid or till it is revalidated / extended for a period mutually agreed upon by the Bidder and the Procurement Agency.
- c. If the Bid is rejected, the Bid Security will be returned as soon as possible after rejection.
- d. The Successful Bidder shall have to give a Contract Performance Security in the shape of Pay Order or Demand Draft or Bank Guarantee, to the extent of 5% of the total value of the contract.
- e. The Performance Security shall be retained by the Sindh Solid Waste Management Board, Karachi for at least 90 days beyond the date of completion of the contract.
- f. In case the Bidder after acceptance of Bid fails/refuses, to execute the Contract, the Earnest Money / Bid Security will be forfeited.

4. Prices

The Price quoted must be inclusive of all taxes and in Pakistani Rupees.

5. Validity of Prices / Bid

- a. The prices quoted shall be valid for a period of at least 90 days from the date of opening of the Bid.
- b. Until the final Contract is executed, the successful Bidder shall be bound by the terms and conditions of this Bid document.

6. Acceptance of the Terms

The Submission of the Bid against this Bid inquiry by the Bidder means that the Bidder has read and accepted the terms and conditions relating to all Bids document and annexures, and that he / she has thoroughly examined the specifications and particulars in the Bid document.

7. Delivery Period

The Contractor shall start the work / services immediately after letter of award of the Contract.

8. Powers of the Procurement Committee

- a. The Procurement Committee of Sindh Solid Waste Management Board reserves the right to reject any or all Bids subject to provision of SPP Rules 2010 (Amended-2017).

- b. The Procurement Agency / Sindh Solid Waste Management Board reserves the right to increase or decrease the quantity of the services / supplies, within the limit allowed under SPP Rules 2010 (Amended-2017).
- c. The Procurement Agency reserves the right to cancel the offer of the Bidder whose Bid has been found / evaluated to be the lowest if it is revealed to the Procurement Committee that the Bidder does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Bid Document.

9. Evaluation & Comparison of Bid.

- a. The Bid shall be evaluated on the prices quoted by the Bidder, and other factors like, related past experience , equipments / machinery or etc mentioned in Eligibility Criteria.
- b. For the purpose of evaluation of Bids, the prices shall be compared on total prices as stated in Clause 4 titled "Prices" above.

10. Influence the Purchaser

Any effort by a Bidder to influence the authorities of Sindh Solid Waste Management Board, Karachi / Procurement Committee in the decisions in respect of Bid evaluation, or Contract award will result in the rejection of the bidder's bid.

11. Errors in the Bids

- a. Any arithmetic errors found during evaluation of Bids shall be rectified on the following basis.
 - i. If there is a discrepancy between the words and figures, the amount in words shall prevail.
 - ii. If there is any discrepancy between the total Bid price entered in the Articles of Agreement and the total shown in the schedule of Price, the amount stated in the Articles of Agreement shall be corrected by the Procurement Committee in accordance with the corrected Schedule of Prices.
- b. If the Bidder does not accept the corrected amount of Bid, his/ her Bid will be rejected and the Bid Security submitted with the Bid shall be forfeited.

CONDITIONS OF CONTRACT

1. Definition of Terms

In writing these conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is something in the subject matter or contract inconsistent with such condition.

- i) SINDH SOLID WASTE MANAGEMENT BOARD means Sindh Solid Waste Management Board.
- ii) The Procurement Committee shall mean the Procurement Committee of Sindh Solid Waste Management Board constituted for this (and similar) procurement.
- iii) The EXECUTIVE DIRECTOR (OPERATIONS-I), SINDH SOLID WASTE MANAGEMENT BOARD shall mean the Executive Director (Operations-I) of SINDH SOLID WASTE MANAGEMENT BOARD.
- iv) Purchaser / Procuring Agency means Authorized Officer of the SSWMB including his successor in office and assignees, empowered to act in all matters pertaining to this (and similar) Procurement of Sindh Solid Waste Management Board.
- v) The Contractor / Services provider and registered firms shall mean the Bidder whose Bid has been accepted by the Procurement Committee / Authority and shall include the Bidder's executors, administrators, and successors and permitted assignees.
- vi) The Contract Price shall mean the sum mentioned in or calculated in accordance with the provision of the contract, which is to be paid to the contractor for satisfactory execution of the Contract in accordance with these conditions of contract.
- vii) The Specification shall mean the specifications annexed to or issued herewith.
- viii) Month shall mean the Calendar month.
- ix) Writing shall include any manuscript, type written, printed or other statement reproduced in any visible form and whether under seal or under hand.

2. Contract Documents

The terms Contract Document shall mean the following documents, which shall be deemed to form an integral part of the Contract:

- a. Article of Agreement:
- b. Instruction to Bidders:
- c. Conditions of Contract:
- d. Contractor's Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexure duly filled in:
- e. The Specifications of the Items; and
- f. Bill of Quantity with prices.

In the event of any conflict between the above-mentioned documents, the present Articles of Agreement and Conditions of Contract shall prevail.

3. Signing of the Contract Agreement

Within 15 days of the issue of the letter of Acceptance, the successful Bidder (Bidders) will be required to sign an agreement with the Sindh Solid Waste Management Board for the "Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Gond Pass Karachi".

4. Contract Period

The period of this contract is for 12 MONTH (ONE YEAR) WHICH MAY BE EXTENDED FOR THREE (03) MONTHS subject to satisfactory performance of contractor.

5. Work schedule / Programme

Maximum activities for operation and maintenance of Landfill Site shall be perform round the clock.

6. Arrangement of Water

The Contractor should make his own arrangement of water if required for execution of work and for drinking purpose.

7. Refund of Security Deposit

The security deposit shall be refund after three months of the completion of the work / contract to the satisfaction of the authority and after issuance of completion certificate by the authorized In-charge officer of the contract.

8. Shift Pattern of Contractor's Staff, Workers and Time allowed to carry out the Work

Shift pattern of Contractor Staff, Workers and time allowed to carry out the work and detail program of work shall be submitted by the Contractor for approval of Employer. Timing of work and shift pattern is the essence of the contract. The maximum activities regarding SWM should be performed round the clock.

9. Inspection

There shall be joint inspection / visit of performance (if required) by the Inspection Committee / Authority of SINDH SOLID WASTE MANAGEMENT BOARD Head Office at Karachi. The inspection committee / Authority shall sign the inspection report. The Contractor or his authorized

representative will arrange the inspection (if required) within 7 days on completion of one year contract as per work order issued by the SSWMB.

10. Completion / Performance Certificate

After completion one year contract, a certificate is be obtained by the contractor from SSWMB.

11. Terms of Payment

The contractor shall be submitted its bills on monthly basis which shall be checked scrutinized for the fulfillment of contractor obligation under the contract and shall be paid after verification and approval of the SSWMB.

12. Warranty / Guaranty

The Contractor shall guarantee to follow Pakistan Environment Protection Agency (PEPA) / Sindh Environment Protection Agency (SEPA) Rules wherever applicable in accordance with the Specifications.

13. Breach of Contract

In case of breach of Warranty / Guarantee or Contract, the damages suffered by the SINDH SOLID WASTE MANAGEMENT BOARD shall be recovered from the Contractor out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract, without notice the Contractor.

14. Contractor's Default Liability

- a) The SINDH SOLID WASTE MANAGEMENT BOARD may upon written notice to the Contractor and terminate the contract and to forfeit the amount of Contract Performance Security in the circumstances detailed hereunder:
 - i. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to make delivery of the Work/ Services within the time specified in the Contract Agreement or within the period for which extension has been granted by the board: and
 - ii. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to comply with any of the other provisions of the Contract.
- b) In the event the SINDH SOLID WASTE MANAGEMENT BOARD terminates the Contract in whole or in part as provided in Clause 14 (a) above of Condition of Contract, the SINDH SOLID WASTE MANAGEMENT BOARD reserves the right to get the work carried out, as the case may be on such terms and conditions as it may deem appropriate, assigned job similar and the Contractor will be liable to the SINDH SOLID WASTE MANAGEMENT BOARD for any Additional Costs for such similar Items, stores / works / services.

- c) The SINDH SOLID WASTE MANAGEMENT BOARD will pay to the Contractor for the completed assigned services / supplies / job / work / delivered carried out to and accepted by the bidder.

15. Termination of Contract

If, the Contractor finds impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the SINDH SOLID WASTE MANAGEMENT BOARD finds it impossible to continue with the contract, then prompt notification in writing shall be given by the party affected to the other.

16. Force Majeure

The Contractor shall not be liable for any additional cost for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the Government, fires, floods, strikes, freight embargoes and provided that the Contractor shall within ten (10) days from the beginning of such delay notify the SINDH SOLID WASTE MANAGEMENT BOARD in writing of the causes of the delay. The SINDH SOLID WASTE MANAGEMENT BOARD shall ascertain the facts and extent the time for completing the supplies.

17. Rejection

In the event any portion of the services provide / supplied by the Contractor is found before taking over to be defective in material or Workmanship, or otherwise not in conformity with the requirements of the Contract, the Procuring Agency shall have the right to either reject or require, in writing, rectification of the Items. In the later case, the Contractor shall with utmost diligence, and at his own expense, made remove the defects so specified or replace the defective Items. If the Contractor fails to rectify or replace the rejected Items, the SINDH SOLID WASTE MANAGEMENT BOARD may terminate the Contract according to the terms & Conditions of Contract.

18. Extension of Time

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the SINDH SOLID WASTE MANAGEMENT BOARD in writing of his claim for an extension of time. The SINDH SOLID WASTE MANAGEMENT BOARD on receipt of such request may agree to extend the completion date as may be reasonable in the circumstances of the case without prejudice to other terms and conditions of the Contract.

19. Delays in Delivery- Liquidated Damages

- a) The progress of the contract at any time lagging behind the program as agreed between the Sindh Solid Waste Management Board and the Contractor, the SINDH SOLID WASTE MANAGEMENT BOARD will issue notice the Contactor in writing and the Contractor shall there upon take such steps as he / she may deem fit to expedite the progress of the Contract. Non-issuance of this notice by the SINDH SOLID WASTE MANAGEMENT BOARD shall not in any involving the Contractor of the liquidated damages.
- b) If the Contactor fails to complete the Contract, in full, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as Liquidated damages, a sum of one half of one percent (0.5%) of the Contract price of each Services / Supplies subject to the maximum of 10 percent (10%) of the Contract Price, and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The Procurement Agency has right to terminate the contract impose liquidity damages and other remedial measures as provided in the contract agreement.

20. Non-assignment

The Contractor shall not have the right to assign or transfer without the prior approval of the SINDH SOLID WASTE MANAGEMENT BOARD the benefit and obligations of the Contract or any part thereof to any third party.

21. Expenditure under Contract

The Contractor shall not make any expenditure for the purpose of this contract in any country not authorized by the Government of Pakistan.

22. Income Tax, Sindh Revenue Board (SRB) and other Taxes

The Contractor is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan / Sindh, from all payments for services rendered by any Contractor who signs a contract with the SINDH SOLID WASTE MANAGEMENT BOARD. The Contractor will be responsible for all taxes on transaction and / or income, which may be levied by Government. If Contractor or any supplies are exempted from any specific taxes, then it will provide the relevant documents with the proposal.

23. Stamp Duty

Stamp duty for contract documents shall be borne by Contractor / bidder at the time of signing of contract at the rate fixed by the Government.

24. Payments Due from the Contractor

All costs, ascertained damages or expenses under the Contract that Contractor is liable to the SINDH SOLID WASTE MANAGEMENT BOARD may be deducted by the Sindh Solid Waste Management Board from the amount due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.

25. Legal proceedings

No proceedings to govern the Contract and the Bid Documents or arising out of any of them shall be instituted in any courts other than those situated at Karachi.

26. Dispute

Any question or dispute arise as to the material, design, construct or delay in the services / supplies or the purpose or the performance for which they are required or are warranted, the SINDH SOLID WASTE MANAGEMENT BOARD shall nominate an engineer / expert having knowledge of services / supplies , who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, if so, what sum shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

27. Arbitration

All disputes and matters of difference whatsoever (other than those relations to the certificate of expert certifier) between the Sindh Solid Waste Management Board and the Contractor relation to and arising out of the Contract and Bid Documents thereof, each party nominating its own arbitrator. The arbitrators within the first three-arbitral hearings will nominate the umpire. The award of the arbitrators or of the umpire shall be final and binding upon the parties. The arbitral proceedings shall be held at Karachi.

DETAILED SPECIFICATION

A. GENERAL

The specification covers the requirements for the operation, maintenance and closure of the Gond pass landfill site. It gives a general description of the site and the facilities available and covers the day to day requirements for receiving, depositing, spreading, compacting and covering waste and the maintenance of the facilities on the site to ensure an effective operation and maintenance.

B. DEFINITION / INTERPRETATION

Builder's rubble	:	Pieces of masonry, concrete, etc resulting from construction, repair and demolition operations, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.
Bulky waste	:	Items, such as motor car bodies, fridges, etc., Whose large size complicates their handling by normal collection, processing or disposal methods.
Cell	:	A body of waste which has been placed between waste berms covered with soil, soil berms or builder's rubble berms, compacted and enclosed by cover material.
Commercial waste	:	Solid waste generated by shops, offices and other activities not involved in manufacture.
Compaction density	:	The mass of a body of solid waste divided by the volume (after compaction) occupied by that same body of waste.
Compaction ratio	:	The ratio of the volume of loose waste to the volume of the same waste after placement and compaction.
Contractor's enclosure	:	An area allocated to the contractor for his/her own use in connection with the contract including the storage of equipment and plant.
Cover material	:	Soil or other suitable material that is used for enclosing a body of compacted waste but does not include builder's rubble.
Weekly cell	:	As with "cell", with the size being determined by the mass of waste disposed of in a single day, as well as by the number of vehicles delivering waste.
Domestic waste	:	Solid waste that originates in a residential
Garden waste	:	Plant clippings, pruning and other discarded material from gardens in a municipal area.
Hazardous waste	:	An inorganic or organic element or compound that, because of its toxicological, physical,
Chemical	:	or persistency properties, may exercise detrimental acute or chronic impacts on human health and the environment.
Industrial waste	:	Non-toxic and non-hazardous solid waste that result from industrial processes and manufacturing.

Lift	:	A completed layer of one cell in height and usually comprising numerous adjacent cells
Safe disposal	:	The process whereby spoilt foodstuff or condemned products may be disposed of on the landfill under supervision of the health inspector / site supervisor.
Sanitary landfill	:	A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by utilizing the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of soil or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as may be deemed necessary
Solid waste	:	Useless, unwanted or discarded material with insufficient moisture content to represent free flowing sludge or to generate free liquid
Ton	:	1 000kg.
Waste to cover ratio	:	The ratio of volume of compacted waste to volume of cover material.
Working face	:	That portion of the disposal site where Waste is discharged before being compacted and enclosed by cover material.

C. **OPERATION AND MAINTENANCE**

The Contractor shall develop a standard operating procedures and maintenance plan for the operation and management of site.

Source of Waste

The Jam Chakro and Gond Pass landfill site is a regional facility for the Karachi Municipality, although other local authorities may also make use of the site.

Waste Quantities

Quantities of waste generated by the local authority, general public and private contractors is estimated at 12,000 to 13,000 tons per day for all waste categories.

Waste Types

The site is permitted as a general landfill site and subject to the exceptions indicated below, the contractor will be required to handle all, non-hazardous incoming wastes including:

- domestic waste
- garden waste
- clean soil & builder's rubble
- non-hazardous dry industrial waste
- commercial waste
- bulky waste
- tyres and other polymeric waste
- dead animals

- spoiled foodstuffs destined for safe disposal
- approved method of treated medical waste

No drums displaying the hazardous chemical sign, whether closed or open, will be allowed for disposal on site.

In the interests of environmental protection and complying with the site waste license requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste on to the site. The vehicle owner, and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from the waste disposal facility.

D. Contractors Site Establishment

The contractor will state in the data schedules at the time of bidding, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilized on the site for the purpose of executing the contract. The contractor will be permitted to vary this establishment during the course of the contract only after written application has been made to and written permission received from the SSWMB. The contractor shall ensure at all times, in possession of upto date register of all staff, labour, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded.

E. Operation of the Site

The operation of the site by the contractor will involve the following major functions:

- access to the site and access control
- maintenance of access roads and controlling of traffic within the site
- waste deposition and compaction
- provision and placement of cover material
- control of nuisances
- provision and maintenance of fire breaks repair

The above principles discussed, with a view to providing the prospective contractor with a clear concept of what is expected of him/her and also to providing him/her with guidelines for drawing up his/her proposed action plan. In addition to the major functions dealt with below, numerous other aspects are included for information:

- Access to the Site and Access Control

The Contractor shall be responsible for keeping the entrance to the site via the main access road in a neat and clean state. This includes the removal of all mud and refuse deposited on the road in the vicinity of the site entrance (particularly during wet weather) and the picking up of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed Weekly. The section of road to be cleaned stretches from the entrance of the site to 2000m on both sides of the entrance at the Main Road.

- Access control shall at all times be performed in a responsible manner, thus ensuring that only vehicles with waste loads permitted.

- Maintenance of access roads and controlling of traffic within the site

The contractor shall construct and maintain gravel/building rubble access roads to the disposal area on site as and when required during the contract period. The roads must be:

- Useable in both wet and dry conditions.
- comfortably able to accommodate two large passing vehicles.
- sufficiently smooth and even without potholes to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.
- Flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.
- watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.
- Clear and easily understandable speed limit, traffic control and direction signs must be provided from the site entrance to the off-loading point at the working face.
- Paved areas in and around the site must be swept and kept clean of excessive mud and windblown waste (using brooms or mechanical equipment, where appropriate). Adequate resources must be utilised to perform this duty and will be for the Contractor's cost.

- Waste deposition and compaction

Waste deposition will be conducted in adherence with the proven sanitary landfill principles of spreading, compacting and Weekly covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material at the end of each every operating week. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as conditions permit. The size of the cell will be determined by the mass of waste and number of vehicles accommodated during the operating day.

- The cell shall be constructed as follows:
 - **Screening berms** are to be constructed along the outside face of the landform. Soil or selected builders rubble, shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.
 - **Internal berms** are to be constructed along the sides of the cell when inside the landform. Relatively inert waste or other suitable material shall be used to construct 1,5 to 2,5m high berms tipped at the natural angle of repose before it is compacted and covered with Weekly cover to form the sides of the proposed cell. Land filling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste.
 - The floor of the cell will have been compacted by the contractor prior to waste being placed (i.e. previous layer of covered waste).
 - Remove previous cover material on the floor of the cell over an area of

approximately 9m^2 before depositing the day's waste, to prevent the formation of perched liquid tables within the waste body and to ensure the unobstructed flow of methane gas within the landfill.

- Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of a landfill bulldozer (or appropriate equipment as agreed with the engineer incharge) per layer of waste to a density of at least $1000\text{kg}/\text{m}^3$. Once compacted, the height of a cell will not exceed 2,5 m in any situation.
- In order to maximize compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of Weekly cover.
- The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, away from the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.
- Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.
- At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilized for an extended period of time, shall be placed at a thickness of 300 mm. Builder's rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the employer/engineer.
- The finished cover surface shall have a minimum slope of **3% and a maximum slope of 5%** and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.
- In order to maintain the required surface gradients, level profile boards shall be erected and used for finishing off of each cell.
- As soon as possible after completion of a lift to the final finished profile, and upon approval by the engineer, the contractor shall construct the final cover as detailed in the approved rehabilitation plan for the site,

- Maneuvering space at working face

Space must be available at the working face to enable vehicles to manouver and reverse without causing excessive congestion. A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.

- Spoilt foodstuff / Liquor / Beverages

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff/liquor must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 0.75m of waste and cover material. Extreme care should be taken that none of these foods/liquor/beverages are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities concerned.

Allowance for safe disposal, by appointment, shall be seven days a week.

- Bulky waste

The contractor shall reduce the volume of items of bulky waste, as far as is practical, by the use of his/her plant.

- Wet weather

Vehicles may become stuck in the mud when the site is wet. In view of this, the contractor shall ensure that temporary access roads are passable in most situations, with a suitable contingency plan available for continuing the operation in the extreme situation where the access roads are impassable.

A wet weather cell on the main disposal site shall be kept available which has a surface of coarse well drained material, such as builder's rubble or coarse ash, which can be used as the disposal area when conditions become too wet in other areas. A wet weather cell to accommodate at least one week's waste during adverse weather conditions must be maintained.

- Vehicles stuck on site

The contractor shall have available on site at all times (during normal operating hours) heavy-duty towropes or towbars, and he/she shall assist any vehicle that becomes stuck on the Site with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed out.

The contractor will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed. The employer also reserves the right to apply a penalty vehicles be pushed out.

G. Provision and placement of cover

Suitable sources of cover material include:

Material excavated from existing and future disposal cells, which has been stockpiled. A free haul of 2 (two) km will apply under normal circumstances for the cover material to be transported from the excavation area to the disposal cells.

Gravel materials in the adjacent borrow pit area is available for use as cover material. This material may only be used in the event of an emergency when cover material can, due to weather conditions, not be obtained from the stockpile area. The existing stockpiles should be used at all times;

Building rubble, ash, soil and other inert material suitable for covering the waste may be delivered to the site. This material is also to be utilized for constructing, maintaining and repairing of the site roads and berms within the site;

H. Control of nuisances

- The contractor shall take all reasonable measures to operate the site so as to reduce and, where possible, prevent nuisances such as:

Odour - by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere. Also by spraying odour control chemicals as and when required.

Dust – dust suppression by means of watering.

Flies and Birds - by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate fly traps, and placing fly bait at the working face, composting area, etc.

Windblown litter - by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area. Adequate litter pickers should be deployed for litter picking on a Weekly basis.

I. Scattered waste / Litter Control

The keeping of the **site and its surrounds** neat and clean by the removal of all windblown or scattered refuse and the picking up of all litter emanating from the operation. This must be performed Weekly. Areas of particular importance are:

- the public disposal facility
- all site roads
- the area surrounding the working face
- the perimeter fence

Buildings / Infrastructure of SSWMB

The contractor shall be responsible for the upkeep of the buildings and structures used by him. This will include, but not be limited to the following:

- repair of any damage or deterioration to any of the buildings, other than normal wear and tear maintenance;
- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- painting of all buildings and structures (once per annum) using quality approved paint products;
- upkeep and maintenance of gardens and landscaped areas including regular watering (twice per week) of all trees on site
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas.
- maintenance of all wooden doors
- replacement of light bulbs
- On termination of the contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the employer.

Access road

The contractor shall be responsible for the maintenance of all temporary and permanent access roads (i.e. those roads within the site boundary to provide access to the working face). This work will include the watering of the surface to prevent dust nuisance, the grading and filling in of pot-holes from time to time, the resurfacing of the road with selected graded material or building rubble free from reinforcing and with particle size less than 300mm as well as any other repair work to ensure that access to the working area is provided in a safe and usable condition, to the satisfaction of the engineer. All roads shall be to an all-weather standard.

Road-markings / Landfill Signs

The contractor will be responsible for maintaining all road markings on the paved entrance facility and access road, up to the intersection with the Main Road.

Fire breaks

The contractor will be required to maintain adequate fire breaks, to the satisfaction of the engineer/employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and to provide and maintain the acceptable levels of firefighting equipment on the site.

Fire Extinguishers

The contractor shall provide and service all fire extinguishers as per requirement of the chief fire fighter of KMC.

VIOLATION OF SITE PROTOCOL

The contractor shall maintain a record and the details of the occurrence of all vehicles that violate the site protocol. Vehicles shall be "blacklisted" from being allowed to dispose of waste at the Gond Pass landfill site for a period determined by the employer, depending on the violation. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the employer. Types of incidences considered to be a violation.

SCOPE OF WORK FOR THE CONTRACTOR

General:

The Contractor shall perform the following different activities at the Landfill Site. The contractor is advised to calculate the following detailed working / calculation / estimates and then quote his rates on ton basis.

1. The following machineries in operational conditions shall invariably be available on site round the clock:
 - a) 01 Nos. of Bulldozer.
 - b) 02 Nos. of Wheel Loaders.
 - c) 01 Nos. of Dump Trucks.
2. The above machinery shall be pre-requisite as base minimum requirement for a garbage volume of at least 3000 ton per day. Beyond that the contractor shall have to arrange a transport / machinery.
3. All the above machineries must be in operational condition and these machineries should be present on the site for 24 hours. In case of any machinery under goes defect the contractor shall be responsible to provide substitute within four (4) hours.
4. The Contractor shall arrange / manage to remove/ lift the scattered garbage (rough estimated of garbage is 2 to 3 Lac ton) along road side of the landfill site area within three months.
5. The Contractor shall make a work plan for operation through the machineries in two shifts and submit the same to SSWMB.
6. The payment will be made as per the rates quoted by contractor subject to the actual resources deployed by contractor during billing period. The payment will be made on the lower side.
7. The contractor would be required to submit the copy of agreement with the bid, if he hires the machinery from outside. Contractor would also inform the Board in writing about the type and number of machinery hired as well as specification of that machinery along with certificate form recognized workshop regarding its efficacy and durability as working condition.
8. It would be the responsibility of contractor to pay their vendor on time and would not rely solely on the payment received from the Board.
9. The contractor shall provide clay on weekly basis on the working face of the dumping site. The minimum thickness of the layer would be 1 feet.
10. Burning of garbage by local scavengers is a major environmental concern. The contractor would require to stop this practice and would also device a workable strategy and submit same to the Board. The contractor would be given maximum (02) months to stop the burning of garbage at landfill site.

11. The contractor will provide Weekly Progress Report of the work to the SSWMB Office with the signature of deputed designated field staff or Engineer concerned from the Board as well as contractor's representative. The weekly progress report would be considered the main instrument for the calculation of payment.
12. In case of any dispute or in claim by the contractor, the same would be referred to the concerned Departmental Committee Constituted for the purpose. The competent authority shall decide the matter in the light of recommendation of the committee which will be deemed as final.
13. The contractor would be required to prepare and maintain at least three dumping points at landfill site for waste disposal operations. One site for day operation, one for night operation and one for the emergency use.
14. The contractor shall install minimum 04 No's of barriers to control unauthorized dumping of waste at landfill site.
15. The contractor would submit his operational plan and methodology with bidding documents for evaluation.
16. The contractor shall ensure spraying and ensure of water on internal *kacha* roads for dust control.
17. The contractor shall ensure installation of clear and visible on-site directional signs for proper traffic routing.
18. The contractor will provide and engage six (6) Security Guard with arms (Repeater) of reputed company for 24/7. Each shift consist of Two (2) guards for Eight (8) hours in daily shift. The approval must be taken before hiring of Security Guard from reputed company.
19. The contractor shall provide and posting of six (6) armed security guards at the land fill area to make sure that no burning of waste took place and ensure proper dumping at the active area. The arm guards must be working round the clock in eight hourly shifts for 24/7.
20. The contractor shall be bound with all the Federal & Provincial Rules regarding environment and he shall follow all the rules and regulations as imposed by the Environmental Regulatory agencies or other authorities from time to time.
21. The contractor shall attach / submit the work management plan with complete list of number of Tools and Plants and Field staff etc. at the time of submission of Bid.
22. The SSWMB shall be at liberty to direct the contractor to remove forthwith any person provided by the contractor at the work, who in the opinion of SSWMB indulges in misconduct, or is incompetent or negligent in proper performance of his duties or whose presence on site is otherwise considered by SSWMB to be undesirable, and such person shall not be allowed to work /

enter on the site without the consent of SSWMB. Any person removed from the work shall be replaced immediately.

23. The contractor shall not recruit or attempt to recruit his staff and labor from amongst the persons in service or employees of local council or government.
24. The Contractor shall provide a list of their employees.
25. The Contractor shall keep all the equipment and other facilities handed over to him by the SSWMB in received conditions.
26. After award of the work, the contractor shall provide one 4x4 Toyota Single Cabin or equivalent Japanese / Germany brand within one month or on the request of SSWMB, which will be the property of SSWMB. The vehicle shall be registered in name of SSWMB and registration fees shall be borne by the Board. The payment shall be made directly to the manufacturer / authorized dealer bases of pre-receipted bill. It is further Clearfield the price shall be deemed to be included / integral part of the whole contract and not an additional item
27. The Contractor shall invariably provide proper uniform to his employees which should be suitable and fit for work. Further for the purpose of identification and security, the contractor shall also issue identity cards, jackets, caps etc to its entire employees who may be detailed to work within area under the contract. If any employee of the contractor is found without these items a penalty of Rs. 5000 rupees per person shall be imposed and deducted from monthly bills of the contractor.
28. The Contractor shall ensure that his staff are courteous with general public.
29. The Contractor must adhere to health and safety work laws of Govt of Pakistan / Govt. of Sindh.
30. The Contractor shall be responsible, in case of any theft or robbery, if the stolen property is of SSWMB which he shall pay according to the prevailing market rates.
31. The Contractor shall establish a tyre shop / mini workshop at the site for small repairing and making puncture of tyres of machinery.

ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 2017, by and between the Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, hereinafter called the "Party No.1", of the one part, _____ and _____ of _____

(Name and designation of the authorized person)

located at _____ hereinafter called the "Party No.2" which expression shall include their successor, legal representatives of the second part.

Whereas the Party No.1 requires the services / supplies and related services for its Landfill sites, and whereas the Party No.2 has agreed to supply, install, put into operation and demonstrate the Working of the said supplies / services valued at _____ in the period of _____ days / _____
(Amount in figures and words)

months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Party No.2.

Now this Agreement witnessed as follows:

1. In this agreement Works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by _____
(Name and designation of the authorized person)

on behalf of the Party No.2, and by Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi all of which shall be deemed to form and be read and construed as a part of this

Agreement via: -

- a) Articles of Agreement;
 - b) Instructions to Bids;
 - c) Condition of Contract;
 - d) Offer of Party No.2 including the relevant correspondences prior to signing of this Agreement with all Annexure duly filled in:
 - e) The specifications of the Items; and
 - f) Bill of quantity with prices.
3. In consideration of the payment to be made to the Party No.2, the Party No.2 hereby covenants with the Executive Director (Operations-I), Sindh Solid Waste Management Board, and Karachi to supply, deliver, install, put into operation and demonstrate the Services / supplies in conformity in all respects of the Contract.

4. **The Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi** hereby **covenants** to pay the contractor in consideration of the providing of services / supplies for the contract price in the manner prescribed by the contract and approved by the Sindh Solid Waste Management Board, Karachi.

In witness thereof the parties have hereunto set their respective hands and seals, the day month and year above written.

Executive Director (Operations-I)
Sindh Solid Waste Management Board
Karachi

WITNESSES OF PARTY NO.1:

Witness No. 1:

Signature: _____

Name: _____

Designation: _____

Witness No. 2:

Signature: _____

Name: _____

Designation: _____

WITNESSES OF PARTY NO.2:
CONTRACTOR

Witness No. 1:

Signature _____

Name: _____

Designation: _____

Witness No. 2:

Signature: _____

Name: _____

Designation: _____

**Form of Bid
(Letter of Offer)**

Bid Reference No. _____ Dated: _____, 2017

Name of Contract: **"Operation and Maintenance of Sindh Solid Waste Management Board landfill Site (LFS) at Deh Gond Pass, Karachi"**

The Executive Director (Operations-I),
Sindh Solid Waste Management Board,
Karachi.

Dear Sir,

1. Having examined the Bid Documents including instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices etc. for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address _____
_____ being duly incorporated under the laws of Pakistan hereby offer to execute and complete such contract and remedy any defects therein in conformity with the requisite Documents for the Total Bid Price of Rs. _____ (in figures and words) or such other sum as may be ascertained in accordance with the said documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security referred to in Clause 4 of the Instructions to Bidders in the amount of Rs. _____ (in words and figures) drawn in favor of or made payable to Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi and valid for a period of 28 days beyond the period of validity of this Bid.
4. We undertake, if our Bid is accepted, to complete the whole of the Work comprised in the above-named Contract within the time.
5. We agree to abide by this Bid for the period of 90 days beyond the date of opening of the Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.

6. Unless and until a formal Contract Agreement is signed, this Bid, together with your acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Contract Performance Security referred to in Clause 4 of the Instructions to Bidders for due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that this Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the above- named Contract.

Dated this _____ of _____ 2017

Signature: _____ in the capacity of
_____ Authorized to sign Bid for and on behalf of

(Name of Bidder in Block Letter)

Address: _____

Witness:

Name: _____

CNIC No. _____

Address: _____

Occupation: _____

Telephone No. _____

MINIMUM BIDDER’S ELIGIBILITY CRITERIA

S.NO.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN.			
2.	SRB Registration.			
3.	Proof of payment of tender document fee.			
4.	Bid Security (5%).			
5.	Registration with PEC under Category-4.			
6.	Registration with EPA.			
7.	Minimum experience of two (02) years for Landfill Management / Solid Waste Management related works.			
8.	Proof of turnover of Rs. 50 Million & above during last three years. (Certificate of the bank to be attached).			
9.	List of litigation (if any) within last three (03) years, nature and status / outcome.			
10.	Affidavit / Undertaking that firm has never been blacklisted.			
11.	The contractor / firm whether individually / part of the consortium or Joint Venture, who is already performing waste transfer contracts (front end and middle end) with the SSWMB cannot participate in the tender in order to preempt conflict of interest. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
12.	The contractor / firm who is intend to participate in the tender (SSWMB/NIT-8), i.e. 'Customization of weigh bridge software and its operation / maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB landfill site & GTS in Karachi' can not participate in the Tender. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
13.	The contractor who is at defaulter in working with SSWMB cannot participate in the tender.			
14.	Bid document is signed, named and stamped by the authorized person of the firm along with Authorized letter.			

NOTE: - No bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria.

Signature of Contractor

**Operation / Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub
River Road) Karachi**

BILL OF QUANTITIES

Sr. No.	Nomenclature	Qty per day	Rate per Ton	Total Amount in Rs. per Year
1.	Managing, Compacting, Spreading, Cell preparation of in-coming garbage (as per daily weigh bridge record) at Landfill Site in accordance with detailed scope of work.	Up to 3000 tons		
2.	Managing, Compacting, Spreading, Cell preparation of in-coming garbage (as per daily weigh bridge record) at Landfill Site in accordance with detailed scope of work.	From 3000 to 6000 tons		
		Total Amount in Rs		
	Total Amount in Words: _____			

IMPORTANT NOTE:-

The Contractor / bidder shall provide detailed breakup / rate analysis of every item / detail as mentioned in SCOPE OF WORK along with detailed specification of machinery for operation including supply of vehicle as mentioned in SCOPE OF WORK. Non submission of this document shall render the bid invalid / non-responsive. This is basically an item rate contract and the payment shall be made as per actual supplies / works / services provided by the contractor / firm.

Bidders are required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant as per tender. In case of any deviation / incomplete document from tender will be prohibited for competing in the tender / render their offer invalid.

Pay Order/ Demand Draft No. _____ / Bank Guarantee No. _____ drawn on _____ (Name & address of the Bank) for an Amount of Rs. _____ in words (_____) of Bid Security equal to 5% as mentioned in section PREPARATION OF BID under PARAGRAPH NO.3 (original must be attached with Bid).

Full Name & Address of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

**INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC;
PAYABLE BY CONTRACTORS.**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

..... [name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

..... [name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier / Contractor / Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

[Contractor]

GOVERNMENT OF SINDH

MODIFIED TENDER DOCUMENT

CUSTOMIZATION OF WEIGH BRIDGE SOFTWARE AND ITS OPERATION / MAINTENANCE INCLUDING REMOTE MONITORING AS WELL AS AUTOMATIC / SYSTEMATIC REPORTING OF WEIGH BRIDGE SYSTEM AT SSWMB LANDFILL SITE & GTS IN KARACHI.

[Single Stage – One Envelope Procedure]
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

Reference: SSWMB-NIT-8/2017-18

Sindh Solid Waste Management Board,
Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e-Millat Road Karachi.
Phone: +92-21-99333704-06
Facsimile: +92-21-99333707
E-mail: info@sswmb.gos.pk URL: www.sswmb.gos.pk

Note:

- i. This document is also available on SPPRA and SSWMB website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender fee.*
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

Tender Document

(Reference No. SSWMB-NIT-8)

**CUSTOMIZATION OF WEIGH BRIDGE SOFTWARE AND ITS OPERATION /
MAINTENANCE INCLUDING REMOTE MONITORING AS WELL AS AUTOMATIC /
SYSTEMATIC REPORTING OF WEIGH BRIDGE SYSTEM AT SSWMB LANDFILL SITE &
GTS IN KARACHI.**

[Single Stage – One Envelope Procedure]
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

SCHEDULE

Issuance	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours.
Bid Submission	24-11-2017 at 1500 hours
Bid Opening	24-11-2017 at 1530 hours
Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	

SEAL AND SIGNATURE OF
THE CONTRACTOR

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INVITATION FOR BIDS

Description of Work : **CUSTOMIZATION OF WEIGH BRIDGE SOFTWARE AND ITS OPERATION / MAINTENANCE INCLUDING REMOTE MONITORING AS WELL AS AUTOMATIC / SYSTEMATIC REPORTING OF WEIGH BRIDGE SYSTEM AT SSWMB LANDFILL SITE & GTS IN KARACHI.**

Name of Bidder : _____

MINIMUM BIDDER'S ELIGIBILITY CRITERIA

S.NO.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN / Sales Tax.			
2.	SRB Registration.			
3.	Proof of payment of tender document fee.			
4.	Bid Security (5%).			
5.	Minimum experience of (03) years for software development / remote monitoring system.			
6.	Proof of turnover of Rs. 50 Million & above during last three years. (Certificate of the bank to be attached).			
7.	List of litigation (if any) within last three (03) years, nature and status / outcome.			
8.	Affidavit / Undertaking that firm has never been blacklisted.			
9.	The contractor / firm whether individually / part of the consortium or Joint Venture, who is already performing waste transfer contracts (front end and middle end) with the SSWMB cannot participate in the tender in order to preempt conflict of interest. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
10.	The contractor / firm who is intend to participate in the tender (SSWMB/NIT-4.1 and 4.2), i.e. 'Operation and maintenance of Landfill Site of Jam Chakro and Gond Pass' cannot participate in the Tender. In case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposits shall be forfeited and the firm shall be blacklisted.			
10.	Bid document is signed, named and stamped by the authorized person of the firm along with Authorized letter.			

NOTE: - No bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria.

Signature of Contractor



GOVERNMENT OF SINDH
Sindh Solid Waste Management Board



Sindh
Solid Waste Management
Board

CORRIGENDUM / EXTENSION IN DATE

(SSWMB / NIT-3, 4, 5, 6, 7 & 8 / 2017-18 - Reference: INF – KRY – 4504/17)

ALL INTERESTED BIDDERS / CONCERNED ARE HEREBY INFORMED TO NOTE THE FOLLOWING IN THE TENDERS PUBLISHED IN DAILY DAWN, JANG, & KAWISH ON 26TH OCTOBER 2017 AND UPLOADED ON SPPRA WEBSITE (WWW.PPRASINDH.GOV.PK) AS WELL AS AT SSWMB WEBSITE (WWW.SSWMB.GOS.PK):

MINOR CORRECTION HAVE BEEN MADE IN THE BIDDING DOCUMENTS OF NIT-3, 4, 5, 6, 7 & 8 OF 2017-18. BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS AS PER MODIFIED BIDDING DOCUMENT ON FOLLOWING REVISED SCHEDULE.

REVISED SCHEDULE

S. No.	Schedule	Date & Time	Venue
1.	Issuance of modified Bidding Documents	From 09-11-2017 to 24-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	24-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board , Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	24-11-2017 at 1530 hours	

All other Terms and Conditions of tenders shall remain same.

Deputy Director (Procurement)
Sindh Solid Waste Management Board

Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi

Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

NOTICE INVITING TENDER
(SSWMB/NIT-3, 4, 5, 6, 7 & 8 / 2017-18)

Government of Sindh under an Act of Sindh Assembly has established Sindh Solid Waste Management Board (SSWMB) to manage Municipal Solid Waste, Medical Hazardous Waste and Industrial Hazardous Waste in an integrated and holistic manner in Karachi and all other cities and towns of the Province. Sindh Solid Waste Management Board (SSWMB) invites sealed bids from interested Contractors / Firms for carrying out the Works / Services mentioned below under *SINGLE STAGE – ONE ENVELOPE PROCEDURE*:

TENDER REFERENCE NUMBER	NAME OF WORK	ESTIMATED COST	TENDER COST
NIT-3/2017-18			
NIT-3.1/2017-18	Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works)	49.300 Million	Rs. 3000/-
NIT-3.2/2017-18	Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road), Karachi. (Civil Works)	49.300 Million	Rs. 3000/-
NIT-4/2017-18			
NIT-4.1/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi.	Open Rate	Rs. 3000/-
NIT-4.2/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub River Road), Karachi.		Rs. 3000/-
NIT-5/2017-18			
NIT-5/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at two different sites of Landfill Site in Karachi.	Open Rate	Rs. 3000/-
NIT-6/2017-18			
NIT-6/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pit Mounted Type Electronic Road Weighbridge along with customizable software at six different sites of GTS in Karachi.	Open Rate	Rs. 3000/-
NIT-7/2017-18			
NIT-7/2017-18	Supply, Erection, Testing and Commissioning of 120 MT Pitless / Portable / Moveable Electronic Weighbridge along with customizable software at different designated locations in Karachi.	Open Rate	Rs. 3000/-
NIT-8/2017-18			
NIT-8/2017-18	Customization of Weigh Bridge Software and its Operation / Maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB Landfill Site & GTS in Karachi.	Open Rate	Rs. 3000/-

TENDER SCHEDULE

Sr. No.	Schedule	Date & Time	Venue
1.	Issuance of Bidding Documents	From 27-10-2017 to 13-11-2017 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society - Karachi.
2.	Submission of Bids	13-11-2017 at 1500 hours	Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.
3.	Opening of Bids	13-11-2017 at 1530 hours	

- Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through **PAY ORDER OR BANK DRAFT of Pak Rs.3,000/- (for each work)** in favor of **Sindh Solid Waste Management Board** as per schedule given above from the office of **Assistant Director (Finance)**, SSWMB during office hours. Alternatively the documents may also be downloaded from the website www.pprasindh.gov.pk or www.sswmb.gos.pk. The companies downloading the documents from the websites must submit Tender Document Fee in the shape of Pay Order or Demand Draft as mentioned above at the time of submission of the bid.
- Bid Security of amount equivalent to 5% of the total quoted bid amount must be attached with the bids.
- Proof of Registration with FBR (NTN / Sales Tax) and Sindh Revenue Board (SRB) is to be submitted with the bids.
- The Bids must be in sealed envelope and submitted SEPARATE FOR EACH WORK / SERVICES.
- The envelope must clearly state:
 - Name of the Work (e.g. **Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works) and;**
 - Tender Reference Number as mentioned on the bid document (e.g. **SSWMB/NIT.3.1/2017-18**).
- In case, the date of opening of bids is declared as a public holiday or non-working day due to force Majeure, the next official working day shall be deemed to be date for issuance, submission and opening of tenders. The time and venue shall remain unchanged.
- Sindh Solid Waste Management Board** shall not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules, 2010 (Amended 2017).

Deputy Director (Procurement)
Sindh Solid Waste Management Board

Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi
Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk website: www.sswmb.gos.pk

INTRODUCTION

- Karachi is spread over a vast area of about 3,527 sq. km.
- The population of Karachi produces around 12,000 tons of Municipal Solid Waste / day out of which about 70 - 75% reaches landfill Sites by the present set-up of DMCs / DCK and Sindh Solid Waste Management Board.
- At present, there are a large number of scavengers (50,000 Approx) operating in Karachi, who collect about 60-100 kg each of recyclable materials like paper, glass, ferrous waste, plastic bottles etc.
- In most parts of Karachi there is Communal Collection of Waste. Large containers ranging from 5 cubic yards to 30 cubic yards are placed at any available spot. Mostly these containers are full and overloaded. The garbage lifting is mainly done at these spots.
- Karachi's households may be divided as follows:
 - High Income Group: With low population density. House size from 500 sq. yards plots to 2000 sq yards plots.
 - Middle Income Group: With medium population density. House size from 200 sq. yards plots to 500 sq. yards plots and high rise buildings.
 - Low Income Group: House size from 80 yards plots to 100 yards plots.
 - Slum areas or informal housing areas.
 - Old City Areas with narrow streets and heavy traffic congestion
 - Commercial Areas with high-rise buildings, shops and offices.
- At present, door-to-door collection of domestic solid waste is in practice in few small societies/areas where certain groups are operating with small carts and charging Rs. 50-300 per household per month depending on the area served. This service is mostly provided by informal sector, however many NGOs are also trying to perform this service. At present there is no organized commercial company providing such services except in some parts of Clifton Cantonment Board and Defense Housing Society. The DHA has given a contract to a private company.
- Waste Recycling is a major un-organized industry in Karachi. Materials like paper, card boards, packing materials, glass bottles, plastics. Ferrous items, bones are collected either from the producers or from the communal garbage dumps. The yard waste and kitchen waste is usually thrown on the street sides to rot and produce bad smell, attract vermin and cause unhealthy and ugly aesthetics.

Existing Landfill Location

- JAM CHAKRO
- GOND PASS

Proposed GTS Location

- Six Garbage Transfer Station (GTS) are proposed for Garbage in whole Karachi.

INSTRUCTIONS TO BIDDER

The Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Karachi, in accordance with Sindh Public Procurement Rules, 2010 (amended 2013), invites interested & experienced contractors / Services providers and registered firms to submit sealed bids for following work on 'Single Stage – One Envelope Procedure':

CUSTOMIZATION OF WEIGH BRIDGE SOFTWARE AND ITS OPERATION / MAINTENANCE INCLUDING REMOTE MONITORING AS WELL AS AUTOMATIC / SYSTEMATIC REPORTING OF WEIGH BRIDGE SYSTEM AT SSWMB LANDFILL SITE & GTS IN KARACHI.

- Tender Fee (Non-Refundable): **Rs. 3000/-**
- Last date of purchase of Bid Document: 09-11-2017 to 24-11-2017
- Last date & time of Bid submission: 24-11-2017 at 1500 hours.
- Bid opening time: 24-11-2017 at 1530 hours.
- The purpose of this document is to invite reputed and experiences firms and to submit their bids for providing of services / supplies for operation and maintenance of Weigh Bridge for a period of 01 (One) year.
- The bidder be registered with Sales Tax (SRB) and Income Tax Department (FBR).
- Scope of above-mentioned Work can be increased or decreased subject to provisions of SPPRA Rules 2010 (amended 2017).
 - Interested experienced suppliers & firms may obtain the Bid documents for the above-mentioned Work from the office of the Assistant Director (Finance), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi by submitting application on their letter head along with requisite Tender fee (Non-refundable) with valid copies of Income Tax, Sindh Revenue Board (SRB) Certificate, Latest Professional Tax Certificate (where applicable) and copy of CNIC.
- Sealed Bid on prescribed proforma along with 5% bid security of the total bid in the form of Pay Order / Demand Draft in favour of Sindh Solid Waste Management Board should reach in office of the Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi as per schedule given in the NIT and Bid documents.
- The bid shall contain original bid document purchased by the bidder and each page bearing initial of the Assistant Director (Finance) and round seal of the SSWMB.
- In case, the bidders use a downloaded copy of the bid document, it must be accompanied with Pay Order / Demand Draft of Rs. 3000/- as Tender Fee (Non-refundable), in favour of Sindh Solid Waste Management Board.
- Rate quoted must include Income Tax and other applicable taxes according to Government rules.

The Bid will be opened by the Tender Opening / Procurement Committee in the office of the Executive Director (Operations-I) / Committee Room of Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi in presence of representatives of the bidders who choose to be present on the occasion.

- Only bids offered on the prescribed tender form issued by the Sindh Solid Waste Management Board, Government of Sindh, Karachi or downloaded from SSWMB or SPPRA website shall be accepted. However additional sheets may be attached, if required.
- Conditional Bid / application will not be entertained.
- Work must be completed according to the time mentioned in the relevant clause of bid document.
- Any further information needed, may be obtained from the office of the Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi on any working day during office hours. The bidders are encouraged to visit the site where services / supplies are required.
- The competent authority reserves the right to reject any or all Bids in accordance with the SPPRA Rules 2010 (Amended 2017).
- In case Government announces a public holiday or unforeseen circumstances arise on the date of submission and opening of bid documents then the same will be opened on the next working day.

DATA SHEET

Sr. #	Data	
1.	Name of Work.	CUSTOMIZATION OF WEIGH BRIDGE SOFTWARE AND ITS OPERATION / MAINTENANCE INCLUDING REMOTE MONITORING AS WELL AS AUTOMATIC / SYSTEMATIC REPORTING OF WEIGH BRIDGE SYSTEM AT SSWMB LANDFILL SITE & GTS IN KARACHI.
2.	The Name of Procuring Agency's Official.	Sindh Solid Waste Management Board
	Address.	Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi.
	Telephone.	+92 21 99333706-07.
	Facsimile #	+92 21 99333700.
	Website.	www.sswmb.gos.pk
	E-mail.	info@sswmb.gos.pk
3.	Procedure of open competitive bidding	Single Stage – One Envelope Procedure.
4.	Bid shall be submitted by hand or reliable courier service, Proposal submitted through telegraph, telex, fax or e-mail will not be considered. In case the Bid is sent through courier or post, SSWMB shall not be responsible for any delay.	
5.	The bid submission address is at the office of SSWMB Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Proposal must be submitted as mentioned in the Tender Notice.	
6.	Bids shall remain valid for 90 (Ninety) days after the RFP/bid submission deadline.	
7.	Clarification may be requested not later than 7 (Seven) days before the submission date. The address for requesting clarification is Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, Bungalow No. 13, Al-Hamra Housing society, Shaheed e Millat Road, Karachi. e-mail info@sswmb.gos.pk , Facsimile +92 21 9933 3700	
8.	Alternative bids are not acceptable and shall not be entertained; each bidder should submit only one bid fulfilling all conditions, instructions and requirement contained in tender documents/RFP.	
9.	The Contractor / Bidder should quote the cost for each item of works inclusive of all National, Provincial, Local taxes, duties, expenses, contingencies and incidental charges.	
10.	Successful Contractor / Bidder is required to submit performance security at 5% (five percent) of the contract amount in form of Pay Order or Demand Draft or Bank Guarantee in favor of Sindh Solid Waste Management Board, in Pak Rupees.	
11.	If required under rules, the contractor / bidder shall undertake to sign Integrity Pact as per Format provided by SSWMB under this contract.	

PREPARATION OF BID

1. Language of Bid

The Bid along with any accompanying literature shall be prepared in English language only.

2. Submission of Bid

- a. The bid shall comprise a Single Stage – One Envelope Procedure.
- b. The bid found to be the lowest evaluated bid shall be accepted.
- c. The Form of Bid (Annexure "A"), Minimum Eligibility Criteria (Annexure "B"), Bill of Quantities (Annexure "C") and Integrity Pact (Annexure "D") enclosed herewith, shall be submitted in duplicate. The authorized person signing the Bid documents must state his full name and authorized position / designation underneath his signature.
- d. The erasing and / or alternations, if any, in the Bid shall be authenticated by the authorized person by his / her full signature and with stamp.
- e. Where applicable, the Bid shall be accompanied with the original quotations from the manufactures; in case the Bid is submitted through their authorized agents or distributors, the same shall be supported by credentials establishing the experience and standing of the manufactures and / or their authorized agents or distributors.
- f. Ambiguous and incorrect answers and incorrect filling of Bid Documents will render the Bid liable to rejection.
- g. Quotations / Bids through cable, telegraph, telex, fax, or e-mail shall not be considered.
- h. The Bids shall not rely on any interpretation or correction given by any person except the written addenda and / or corrigenda to documents issued by the competent authority.

3. Bid Security Form and Bid Performance Security Form

- a. The Bidder shall enclose BID SECURITY with his / her Bid a Pay Order or Demand Draft to this Bid Documents, issued by a scheduled / commercial bank doing business in Pakistan, for an amount 5% of the total Bid of the Items as per the Bid submitted by him / her.
- b. The Bid Security shall be in favor of Sindh Solid Waste Management Board, Karachi. The security so furnished shall remain valid for a period of 28 days beyond the period of validity of the Bid or till it is

revalidated / extended for a period mutually agreed upon by the Bidder and the Procurement Agency.

- c. If the Bid is rejected, the Bid Security will be returned as soon as possible after rejection.
- d. The Successful Bidder shall have to give a Contract Performance Security in the shape of Pay Order or Demand Draft or Bank Guarantee, to the extent of 5% of the total value of the contract.
- e. The Performance Security shall be retained by the Sindh Solid Waste Management Board, Karachi for at least 90 days beyond the date of completion of the contract.
- f. In case the Bidder after acceptance of Bid fails/refuses, to execute the Contract, the Earnest Money / Bid Security will be forfeited.

4. Prices

The Price quoted must be inclusive of all taxes and in Pakistani Rupees.

5. Validity of Prices / Bid

- a. The prices quoted shall be valid for a period of at least 90 days from the date of opening of the Bid.
- b. Until the final Contract is executed, the successful Bidder shall be bound by the terms and conditions of this Bid document.

6. Acceptance of the Terms

The Submission of the Bid against this Bid inquiry by the Bidder means that the Bidder has read and accepted the terms and conditions relating to all Bids document and annexures, and that he / she has thoroughly examined the specifications and particulars in the Bid document.

7. Delivery Period

The Contractor shall start the work / services immediately after letter of award of the Contract.

8. Powers of the Procurement Committee

- a. The Procurement Committee of Sindh Solid Waste Management Board reserves the right to reject any or all Bids subject to provision of SPP Rules 2010 (Amended-2017).
- b. The Procurement Agency / Sindh Solid Waste Management Board reserves the right to increase or decrease the quantity of the services / supplies, within the limit allowed under SPP Rules 2010 (Amended-2017).

- c. The Procurement Agency reserves the right to cancel the offer of the Bidder whose Bid has been found / evaluated to be the lowest if it is revealed to the Procurement Committee that the Bidder does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Bid Document.

9. Evaluation & Comparison of Bid.

- a. The Bid shall be evaluated on the prices quoted by the Bidder, and other factors like, related past experience , equipments / machinery or etc mentioned in Eligibility Criteria.
- b. For the purpose of evaluation of Bids, the prices shall be compared on total prices as stated in Clause 4 titled "Prices" above.

10. Influence the Purchaser

Any effort by a Bidder to influence the authorities of Sindh Solid Waste Management Board, Karachi / Procurement Committee in the decisions in respect of Bid evaluation, or Contract award will result in the rejection of the bidder's bid.

11. Errors in the Bids

- a. Any arithmetic errors found during evaluation of Bids shall be rectified on the following basis.
 - i. If there is a discrepancy between the words and figures, the amount in words shall prevail.
 - ii. If there is any discrepancy between the total Bid price entered in the Articles of Agreement and the total shown in the schedule of Price, the amount stated in the Articles of Agreement shall be corrected by the Procurement Committee in accordance with the corrected Schedule of Prices.
- b. If the Bidder does not accept the corrected amount of Bid, his/ her Bid will be rejected and the Bid Security submitted with the Bid shall be forfeited.

CONDITIONS OF CONTRACT

1. Definition of Terms

In writing these conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is something in the subject matter or contract inconsistent with such condition.

- i) SINDH SOLID WASTE MANAGEMENT BOARD means Sindh Solid Waste Management Board.
- ii) The Procurement Committee shall mean the Procurement Committee of Sindh Solid Waste Management Board constituted for this (and similar) procurement.
- iii) The EXECUTIVE DIRECTOR (OPERATIONS-I), SINDH SOLID WASTE MANAGEMENT BOARD shall mean the Executive Director (Operations-I) of SINDH SOLID WASTE MANAGEMENT BOARD.
- iv) Purchaser / Procuring Agency means Authorized Officer of the SSWMB including his successor in office and assignees, empowered to act in all matters pertaining to this (and similar) Procurement of Sindh Solid Waste Management Board.
- v) The Contractor / Services provider and registered firms shall mean the Bidder whose Bid has been accepted by the Procurement Committee / Authority and shall include the Bidder's executors, administrators, and successors and permitted assignees.
- vi) The Contract Price shall mean the sum mentioned in or calculated in accordance with the provision of the contract, which is to be paid to the contractor for satisfactory execution of the Contract in accordance with these conditions of contract.
- vii) The Specification shall mean the specifications annexed to or issued herewith.
- viii) Month shall mean the Calendar month.
- ix) Writing shall include any manuscript, type written, printed or other statement reproduced in any visible form and whether under seal or under hand.

2. Contract Documents

The terms Contract Document shall mean the following documents, which shall be deemed to form an integral part of the Contract:

- a. Article of Agreement:
- b. Instruction to Bidders:
- c. Conditions of Contract:
- d. Contractor's Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexure duly filled in:
- e. The Specifications of the Items; and
- f. Bill of Quantity with prices.

In the event of any conflict between the above-mentioned documents, the present Articles of Agreement and Conditions of Contract shall prevail.

3. Signing of the Contract Agreement

Within 15 days of the issue of the letter of Acceptance, the successful Bidder (Bidders) will be required to sign an agreement with the Sindh Solid Waste Management Board for the "Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Jam Chakro Karachi".

4. Contract Period

The period of this contract is for 12 month (One Year) which may be extended for 01 to 03 years subject to satisfactory performance of contractor.

5. Work schedule / Programme

Maximum activities for operation and maintenance of Landfill Site shall be perform round the clock.

6. Arrangement of Water

The Contractor should make his own arrangement of water if required for execution of work and for drinking purpose.

7. Refund of Security Deposit

The security deposit shall be refund after three months of the completion of the work / contract to the satisfaction of the authority and after issuance of completion certificate by the authorized Incharge officer of the contract.

8. Shift Pattern of Contractor's Staff, Workers and Time allowed to carry out the Work

Shift pattern of Contractor Staff, Workers and time allowed to carry out the work and detail program of work shall be submitted by the Contractor for approval of Employer. Timing of work and shift pattern is the essence of the contract. The activities should be performed round the clock.

9. Inspection

There shall be joint inspection / visit of performance (if required) by the Inspection Committee / Authority of SINDH SOLID WASTE MANAGEMENT BOARD Head Office at Karachi. The inspection committee / Authority shall sign the inspection report. The Contractor or his authorized representative will arrange the inspection (if required) within 7 days on completion of one year contract as per work order issued by the SSWMB.

10. Completion / Performance Certificate

After completion one year contract, a certificate is be obtained by the contractor from SSWMB.

11. Terms of Payment

The contractor shall be submitted its bills on monthly basis which shall be checked scrutinized for the fulfillment of contractor obligation under the contract and shall be paid after verification and approval of the SSWMB.

12. Warranty / Guaranty

The Contractor shall guarantee to follow Pakistan Environment Protection Agency (PEPA) / Sindh Environment Protection Agency (SEPA) Rules wherever applicable in accordance with the Specifications.

13. Breach of Contract

In case of breach of Warranty / Guarantee or Contract, the damages suffered by the SINDH SOLID WASTE MANAGEMENT BOARD shall be recovered from the Contractor out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract, without notice the Contractor.

14. Contractor's Default Liability

- a) The SINDH SOLID WASTE MANAGEMENT BOARD may upon written notice to the Contractor and terminate the contract and to forfeit the amount of Contract Performance Security in the circumstances detailed hereunder:
 - i. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to make delivery of the Work/ Services within the time specified in the Contract Agreement or within the period for which extension has been granted by the board: and
 - ii. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to comply with any of the other provisions of the Contract.
- b) In the event the SINDH SOLID WASTE MANAGEMENT BOARD terminates the Contract in whole or in part as provided in Clause 14 (a) above of Condition of Contract, the SINDH SOLID WASTE MANAGEMENT BOARD reserves the right to get the work carried out, as the case may be on such terms and conditions as it may deem appropriate, assigned job similar and the Contractor will be liable to the SINDH SOLID WASTE MANAGEMENT BOARD for any Additional Costs for such similar Items, stores / works / services.

- c) The SINDH SOLID WASTE MANAGEMENT BOARD will pay to the Contractor for the completed assigned services / supplies / job / work / delivered carried out to and accepted by the bidder.

15. Termination of Contract

If, the Contractor finds impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the SINDH SOLID WASTE MANAGEMENT BOARD finds it impossible to continue with the contract, then prompt notification in writing shall be given by the party affected to the other.

16. Force Majeure

The Contractor shall not be liable for any additional cost for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the Government, fires, floods, strikes, freight embargoes and provided that the Contractor shall within ten (10) days from the beginning of such delay notify the SINDH SOLID WASTE MANAGEMENT BOARD in writing of the causes of the delay. The SINDH SOLID WASTE MANAGEMENT BOARD shall ascertain the facts and extent the time for completing the supplies.

17. Rejection

In the event any portion of the services provide / supplied by the Contractor is found before taking over to be defective in material or Workmanship, or otherwise not in conformity with the requirements of the Contract, the Procuring Agency shall have the right to either reject or require, in writing, rectification of the Items. In the later case, the Contractor shall with utmost diligence, and at his own expense, made remove the defects so specified or replace the defective Items. If the Contractor fails to rectify or replace the rejected Items, the SINDH SOLID WASTE MANAGEMENT BOARD may terminate the Contract according to the terms & Conditions of Contract.

18. Extension of Time

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the SINDH SOLID WASTE MANAGEMENT BOARD in writing of his claim for an extension of time. The SINDH SOLID WASTE MANAGEMENT BOARD on receipt of such request may agree to extend the completion date as may be reasonable in the circumstances of the case without prejudice to other terms and conditions of the Contract.

19. Delays in Delivery- Liquidated Damages

- a) The progress of the contract at any time lagging behind the program as agreed between the Sindh Solid Waste Management Board and the Contractor, the SINDH SOLID WASTE MANAGEMENT BOARD will issue notice the Contactor in writing and the Contractor shall there upon take such steps as he / she may deem fit to expedite the progress of the Contract. Non-issuance of this notice by the SINDH SOLID WASTE MANAGEMENT BOARD shall not in any involving the Contractor of the liquidated damages.
- b) If the Contactor fails to complete the Contract, in full, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as Liquidated damages, a sum of one half of one percent (0.5%) of the Contract price of each Services / Supplies subject to the maximum of 10 percent (10%) of the Contract Price, and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The Procurement Agency has right to terminate the contract impose liquidity damages and other remedial measures as provided in the contract agreement.

20. Non-assignment

The Contractor shall not have the right to assign or transfer without the prior approval of the SINDH SOLID WASTE MANAGEMENT BOARD the benefit and obligations of the Contract or any part thereof to any third party.

21. Expenditure under Contract

The Contractor shall not make any expenditure for the purpose of this contract in any country not authorized by the Government of Pakistan.

22. Income Tax, Sindh Revenue Board (SRB) and other Taxes

The Contractor is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan / Sindh, from all payments for services rendered by any Contractor who signs a contract with the SINDH SOLID WASTE MANAGEMENT BOARD. The Contractor will be responsible for all taxes on transaction and / or income, which may be levied by Government. If Contractor or any supplies are exempted from any specific taxes, then it will provide the relevant documents with the proposal.

23. Stamp Duty

Stamp duty for contract documents shall be borne by Contractor / bidder at the time of signing of contract at the rate fixed by the Government.

24. Payments Due from the Contractor

All costs, ascertained damages or expenses under the Contract that Contractor is liable to the SINDH SOLID WASTE MANAGEMENT BOARD may be deducted by the Sindh Solid Waste Management Board from the money due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.

25. Legal proceedings

No proceedings to govern the Contract and the Bid Documents or arising out of any of them shall be instituted in any courts other than those situated at Karachi.

26. Dispute

Any question or dispute arise as to the material, design, construct or delay in the services / supplies or the purpose or the performance for which they are required or are warranted, the SINDH SOLID WASTE MANAGEMENT BOARD shall nominate an engineer / expert having knowledge of services / supplies , who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, if so, what sum shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

27. Arbitration

All disputes and matters of difference whatsoever (other than those relations to the certificate of expert certifier) between the Sindh Solid Waste Management Board and the Contractor relation to and arising out of the Contract and Bid Documents thereof, each party nominating its own arbitrator. The arbitrators within the first three-arbitral hearings will nominate the umpire. The award of the arbitrators or of the umpire shall be final and binding upon the parties. The arbitral proceedings shall be held at Karachi.

SCOPE OF WORK FOR THE CONTRACTOR

General:

All the Contractor working with Sindh Solid Waste Management Board or with other civic agencies in Karachi shall weight their solid waste vehicle at weight bridge system and accordingly they will paid on the weight bridge slip generated by the system. It is necessary the whole operation of weight bridge system must be smooth, un-interrupt, error free and systematic.

1. The Contractor shall perform the operational activities round the clock (24 hours) through shifts. The Contractor shall ensure smooth operations at all weigh bridge system, in case the system get slow down or powered off, then he shall be fine Rs. 20,000/- per hour per site.
2. The Contractor shall make a work plan for the operation of weight bridge at two landfill site and six Garbage Transfer Station.
3. It would be the responsibility of contractor to pay their vendor / staff on time and would not rely solely on the payment received from the Board.
4. The contractor shall provide Weekly Progress Report of the operation of each site to the SSWMB Office with the signature of deputed designated field staff or Engineer concerned from the Board as well as contractor's representative.
5. In case of any dispute or claim by the contractor, the same would be referred to the Departmental Committee Constituted for the purpose. The Competent Authority shall decided the matter in the light of the recommendations of the Committee, which will be deemed as final.
6. The payment will be made as per the quoted rate of contractor for the month subject to the actual resources deployed by contractor during contract period.
7. The Contract shall ensure to post armed security guards at the weight bridge room. The arm guards must be posted round the clock in two shifts. The approval for hiring company for security guard must be taken from SSWMB.
8. The contractor will be bound with all the Federal & Provincial Rules regarding environment and he will follow all the rules and regulations as an imposed by the Environmental Regulatory agencies or authorities from time to time.
9. The SSWMB shall be at liberty to direct the contractor to remove forthwith any person provided by the contractor at the work, who in the opinion of SSWMB indulges in misconduct, or is incompetent or negligent in proper performance of his duties or whose presence on site is otherwise considered

by SSWMB to be undesirable, and such person shall not be allowed to work / enter on the site without the consent of SSWMB. Any person removed from the work shall be replaced immediately.

10. The contractor shall not recruit or attempt to recruit his staff and labor from amongst the persons in service or employees of local council or government.
11. Contractor shall provide a list of their employees.
12. Contractor shall keep all the equipment and other facilities handed over to him by the SSWMB in received conditions.
13. Contractor shall provide all employee proper clothing which is suitable for work. For the purpose of identification and security, the contractor shall issue identity card to its entire employee who may be detailed to work within area under contract. If any employee of the contractor is found with out these items a penalty of Rs. 5000 rupees will be fine per person as penalty imposed and deducted from monthly bills of the contractor.
14. Contractor shall ensure that his staff are courteous with public.
15. Contractor must adhere to health and safety work laws of Govt of Pakistan / Govt. of Sindh.
16. The Contractor shall be responsible, in case of any theft or robbery, if the stolen property is of of SSWMB, which he shall pay according to the prevailing market rate.

ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 2017, by and between the Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, hereinafter called the "Party No.1", of the one part, _____ and _____ of _____

(Name and designation of the authorized person)

located at _____ hereinafter called the "Party No.2" which expression shall include their successor, legal representatives of the second part.

Whereas the Party No.1 requires the services / supplies and related services for its Landfill sites, and whereas the Party No.2 has agreed to supply, install, put into operation and demonstrate the Working of the said supplies / services valued at _____ in the period of _____ days / _____ (Amount in figures and words)

months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Party No.2.

Now this Agreement witnessed as follows:

1. In this agreement Works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by _____ (Name and designation of the authorized person)

on behalf of the Party No.2, and by Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi all of which shall be deemed to form and be read and construed as a part of this

Agreement via: -

- a) Articles of Agreement;
 - b) Instructions to Bids;
 - c) Condition of Contract;
 - d) Offer of Party No.2 including the relevant correspondences prior to signing of this Agreement with all Annexure duly filled in:
 - e) The specifications of the Items; and
 - f) Bill of quantity with prices.
3. In consideration of the payment to be made to the Party No.2, the Party No.2 hereby covenants with the Executive Director (Operations-I), Sindh Solid Waste Management Board, and Karachi to supply, deliver, install, put into operation and demonstrate the Services / supplies in conformity in all respects of the Contract.

4. **The Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi** hereby **covenants** to pay the contractor in consideration of the providing of services / supplies for the contract price in the manner prescribed by the contract and approved by the Sindh Solid Waste Management Board, Karachi.

In witness thereof the parties have hereunto set their respective hands and seals, the day month and year above written.

Executive Director (Operations-I)
Sindh Solid Waste Management Board
Karachi

WITNESSES OF PARTY NO.1:

Witness No. 1:

Signature: _____

Name: _____

Designation: _____

Witness No. 2:

Signature: _____

Name: _____

Designation: _____

WITNESSES OF PARTY NO.2:
CONTRACTOR

Witness No. 1:

Signature _____

Name: _____

Designation: _____

Witness No. 2:

Signature: _____

Name: _____

Designation: _____

**Form of Bid
(Letter of Offer)**

Bid Reference No. _____ Dated: _____, 2017

Name of Contract: **CUSTOMIZATION OF WEIGH BRIDGE SOFTWARE AND ITS OPERATION / MAINTENANCE INCLUDING REMOTE MONITORING AS WELL AS AUTOMATIC / SYSTEMATIC REPORTING OF WEIGH BRIDGE SYSTEM AT SSWMB LANDFILL SITE & GTS IN KARACHI.**

The Executive Director (Operations-I),
Sindh Solid Waste Management Board,
Karachi.

Dear Sir,

1. Having examined the Bid Documents including instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices etc. for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address _____

_____ being duly incorporated under the laws of Pakistan hereby offer to execute and complete such contract and remedy any defects therein in conformity with the requisite Documents for the Total Bid Price of Rs. _____ (in figures and words) or such other sum as may be ascertained in accordance with the said documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security referred to in Clause 4 of the Instructions to Bidders in the amount of Rs. _____ (in words and figures) drawn in favor of or made payable to Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi and valid for a period of 28 days beyond the period of validity of this Bid.
4. We undertake, if our Bid is accepted, to complete the whole of the Work comprised in the above-named Contract within the time.

5. We agree to abide by this Bid for the period of 90 days beyond the date of opening of the Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
6. Unless and until a formal Contract Agreement is signed, this Bid, together with your acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Contract Performance Security referred to in Clause 4 of the Instructions to Bidders for due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that this Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the above- named Contract.

Dated this _____ of _____ 2017

Signature: _____ in the capacity of
_____ Authorized to sign Bid for and on behalf of

(Name of Bidder in Block Letter)

Address: _____

Witness:

Name: _____

CNIC No. _____

Address: _____

Occupation: _____

Telephone No. _____

MINIMUM BIDDER’S ELIGIBILITY CRITERIA

S.NO.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN / Sales Tax.			
2.	SRB Registration.			
3.	Proof of payment of tender document fee.			
4.	Bid Security (5%).			
5.	Minimum experience of (03) years for software development / remote monitoring system.			
6.	Proof of turnover of Rs. 50 Million & above during last three years. (Certificate of the bank to be attached).			
7.	List of litigation (if any) within last three (03) years, nature and status / outcome.			
8.	Affidavit / Undertaking that firm has never been blacklisted.			
9.	The contractor / firm whether individually / part of the consortium or Joint Venture, who is already performing waste transfer contracts (front end and middle end) with the SSWMB cannot participate in the tender in order to preempt conflict of interest. In-case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules shall be taken, which may include Blacklisted of the firm.			
10.	The contractor / firm who is intend to participate in the tender (SSWMB/NIT-4.1 and 4.2), i.e. 'Operation and maintenance of Landfill Site of Jam Chakro and Gond Pass' cannot participate in the Tender. In case it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposits shall be forfeited and the firm shall be blacklisted.			
10.	Bid document is signed, named and stamped by the authorized person of the firm along with Authorized letter.			

NOTE: - No bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria.

Signature of Contractor

CUSTOMIZATION OF WEIGH BRIDGE SOFTWARE AND ITS OPERATION / MAINTENANCE INCLUDING REMOTE MONITORING AS WELL AS AUTOMATIC / SYSTEMATIC REPORTING OF WEIGH BRIDGE SYSTEM AT SSWMB LANDFILL SITE & GTS IN KARACHI.

BILL OF QUANTITIES
of running contract for one year

S.No	Nomenclature	Quantity (Approx)	Rate per month	Total Amount in Rs. per Year
1.	Providing / Engaging Weight Bridge Computer Operator in three shifts (two in each shift) at each location of two landfill site and six GTS.	48 Nos.		
2.	Providing / Engaging 02 Generator (15 KVA) with POL along with operator for operation of weight bridge, office block, other related items at site at each location of two landfill site and six GTS.	16 Nos.		
3.	Providing / Engaging security guards with arms (repeater) for 24/7 (12 hours shift) at each location of two landfill site and six GTS.	16 Nos.		
4.	All kind of Stationary required for operation purpose at each location of two landfill site and six GTS.	Lump sump		
5.	Supply and Installation of Internet Connection (4MB dedicated minimum) for online monitoring and reporting of Weigh Bridge daily operations at each location of two landfill site and six GTS.	8 Nos.		
6.	Development of weight bridge software on turn-key basis having following features for daily operation: <ul style="list-style-type: none"> - collecting data from weigh bridge and reporting. - vehicle identification through RFID / NFC. - capturing pictures of garbage vehicle & store. - complete financial solution including billing. - remote monitoring system. - consolidated reporting of all forms. - 24/7 Technical support along with Backup support - minimum data base storage of four months 	08 Nos.		
7.	<u>Computer Branded, Dell, HP or equivalent. at two landfill site and six GTS.</u> 1 X INTEL CORE I5 QUAD CORE 6MB 4T 3.2GHZ 65W PROCESSOR, OR Higher RAM, 1 X 8 GB 1600MHZ DDR3L, HDD, 1 TB SATA 7200RPM HDD, TRAY LOAD DVD RIVE (READ AND WRITER TO DVD/CD), WINDOWS 8.1 PRO (64-BIT) ENGLISH, LICENSED with media KB216 WIRED BLACK KEY BOARD, OPTICAL MS116-BLACK MOUSE, DVD+/-RW BEZEL, RESOURCE DVD, HEATSINK 65WATT, 2 X POWER CORD, 1XSVGA, 1XHDMI Cable INTEGRATED GRPHICS DISPLAY, LED 19" WINDOWS 8 upgradable to 10 DVD OS RECOVERY External Speaker (All Above items must be provided one brand. Multiple brands will not be accepted) Dust Covers 3 Years on site Rapid Parts in site Exchange Warranty.	08 Unit		
7.	Printer HP LaserJet Pro P1109w Printer or equivalent at two landfill site and six GTS..	08 Unit		

8.	Supply & Installation of 06 Nos. of Camera of HIK Vision Model No. DS-2CD2342WD-I 4MP WDR EXIR Turret Network Camera equivalent or higher specification or alternative to fulfill required task at every location of weight bridge for two landfill site and six GTS.	48 Nos.	
9.	Supply and Installation of 02 Nos. of Push Button Barrier (European, USA or equivalent) for garbage vehicle for each location at two landfill site and six GTS	16 Nos.	
		Total Amount in Rs	
Total Amount in Words:-----			

Important Note:-

The Contractor / bidder shall provide the articles mentioned in BoQ immediately or as and when required / requested by the Board during contractual period. The payment shall be made as per actual supplies / works / services provided by the contractor / firm.

Bidder are required to comply with all the clauses mentioned in the terms and conditions of the tender and submit the relevant document with the Bid.. In case of any deviation / incomplete documents from bidder, will be prohibited for competing in the tender / render their offer in invalid.

Pay Order/ Demand Draft No _____ / Bank Guarantee No. _____ drawn on _____ (Name & address of the Bank) for an Amount of Rs. _____ in words (_____) of Bid Security equal to 5% of the total bid amount (original must be attached with Bid).

Full Name & Address of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

**INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC;
PAYABLE BY CONTRACTORS.**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... *[name of Contractor]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, *[name of Contractor]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

..... *[name of Contractor]* accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

..... *[name of Contractor]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, *[name of Supplier / Contractor / Consultant]* agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[name of Contractor]* as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

[Contractor]

GOVERNMENT OF SINDH

No More Corruption in Pakistan

MODIFIED TENDER DOCUMENT

Reference No.

SSWMB/NIT-7/2017-18

As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2013)
[Single Stage – One Envelope Procedure]

NAME OF WORK

**SUPPLY, ERECTION, TESTING AND COMMISSIONING OF
120 MT PITLESS / PORTABLE / MOVEABLE ELECTRONIC
WEIGHBRIDGE ALONG WITH CUSTOMIZABLE SOFTWARE
AT DIFFERENT DESIGNATED LOCATIONS IN KARACHI.**

Estimated Cost:	Offer rate
Tender Cost:	Rs. 3000
Time Limit:	90 Days
To be Opened on:	24-11-2017 at 1530 hours
Validity of Tender:	90 Days

EXECUTIVE DIRECTOR (OPERATIONS-I)

Note:

- i. This document is also available on SPPRA and SSWMB website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender Cost fee.*
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be considered non-responsive.*

Tender Documents / RFP

(Reference No. SSWMB/NIT-7/2016-17)

NAME OF WORK

**SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 120 MT
PITLESS / PORTABLE / MOVEABLE ELECTRONIC WEIGHBRIDGE
ALONG WITH CUSTOMIZABLE SOFTWARE AT DIFFERENT
DESIGNATED LOCATIONS IN KARACHI.**

[Single Stage – One Envelope Procedure]

As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

SCHEDULE

Issuance	09-11-2017 (Both days inclusive) during office hours.
Bid Submission	24-11-2017 by 1500 hours
Bid Opening	24-11-2017 at 1530 hours

Date of issue:

Name of Contractor:

Contractor's
Representative

Name & Signature of
Tender Issuing Officer:

SEAL AND SIGNATURE OF
THE CONTRACTOR

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INVITATION FOR BIDS

NIT No:

SSWMB/NIT-7/2017-18

Method and procedure of:
Procurement

**SINGLE STAGE – ONE ENVELOP
PROCEDURE**

As per Rule 46 (1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

Description of Work:

Supply, Erection, Testing and Commissioning of 120 MT Pitless / Portable / Moveable Electronic Weighbridge Along with Customizable Software at Different Designated Locations in Karachi.

Name of Bidder: _____

BIDDER'S ELIGIBILITY CRITERIA

S. No.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN			
2.	Sindh Revenue Board Registration (SRB) Registration			
3.	Proof of payment of tender document fee			
4.	Required Bid Security is attached			
5.	Bid is signed, named and stamped by the authorized person of the firm along with Authorized letter.			
6.	The bidder must be Original Equipment Manufacturer / Authorized dealer of Electronic Road Weighbridge (Documentary evidence to be attached).			
7.	Should have annual turnover of at least 30 Million of the last 3 financial years (financial statement to be attached).			
8.	Performance certificate from at least 5 (five) organizations / companies to whom the party has supplied the electronic road weigh bridge to be attached of last three years.			

NOTE: No bid shall be evaluated unless the bidder fulfills the eligibility criteria

Signature of Contractor

INSTRUCTIONS TO BIDDERS

1. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
2. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
3. The SSWMB shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
4. The envelope containing the tender documents shall refer the name and number of the work.
5. All works shall be measured by standard instruments according to the rules.
6. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
7. Any bid received by the SSWMB after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
8. Prior to the detailed evaluation of bids, the SSWMB will determine whether the bidder fulfills all Codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
9. Bid without bid security of required amount and prescribed form shall be rejected.
10. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - a) **In case of item rates,** .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - b) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

INFORMATION SHEET

- (a) Name of Procuring Agency: **Sindh Solid Waste Management Board**
- (b) Brief Description of Work: ***Supply, Erection, Testing And Commissioning Of 120 Mt Pitless / Portable / Moveable Electronic Weighbridge Along With Customizable Software At Different Designated Locations In Karachi.***
- (c) Procuring Agency's address: **Bungalow No. 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi.**
- (d) Estimated Cost: **Offer Rate**
- (e) Amount of Bid Security: **Five Percent** (in shape of Pay Order or Demand Draft or Bank Guarantee in Pak Rupees issued by scheduled / commercial bank doing business in Pakistan.)
- (f) Period of Bid Validity (days): **90 Days**
- (g) Security Deposit:
(including bid security): **Five Percent**
- (h) Percentage, if any,
to be deducted from bills: **Five Percent Bid Security +
Five Percent Deducted From Bills**
- (i) Deadline for Submission
of Bids along with time: **24-11-2017 by 1500 hours**
- (j) Venue, Time, and Date
of Bid Opening: **SSWMB, Bungalow No. 13, Al-Hamra
Housing Society, Shaheed e Millat
Road, Karachi at 03:30 PM**
- (k) Time for Completion from the date
Of work order of commence: **30 Days**
- (l) Liquidity damages: **0.05% Per Day of contract amount.**
- (m) Deposit Receipt No, Date, Amount: _____

SCOPE OF WORK

- 1. SUPPLIER'S SCOPE OF WORK:-** Design, Engineering, supply, erection, commissioning and stamping of 02 No. 120 MT Pitless mounted type weighbridge complete with Kit, Indicator, Load Cells, Platform, Jumbo LED display, P.C., Printer, UPS etc. as per the technical details. The scope shall also include integration of entire weighbridge and providing suitable software as specified above. The entire job is to be undertaken covering mechanical, civil & electrical works including supply of all required material for civil construction & electrical works.
- 2. MATERIAL/EQUIPMENT DETAILS:-** Any material / equipment not specifically mentioned in this tender but required for the completion of the work, shall be deemed to be included in the Scope of Work. A list of materials mentioning technical details, I.S. Code, quantity etc. to be enclosed in a separate sheet as Annexure.
- 3. PRICE:-**The price to be quoted inclusive of all taxes at Sindh and Federal and shall remain firm & final and no escalation on any nature shall be allowed in this supply during the contract period.
- 4. WAYBILL:-** All necessary way bills will be borne by Contractor.
- 5. FREIGHT & TRANSIT INSURANCE:-** The freight is included in the price and transit insurance shall bear ranged by the supplier.
- 8. DELIVERY:-**
 - **Terms of delivery/destination:-** The supplier shall deliver the material at specified GTS mentioned tender documents / any recommended place pointed out by SSWMB department.
 - **Completion period for supply and erection:-** Erection, testing, commissioning & stamping of the weigh bridge shall be completed within 60 (Sixty) days after receipt of the material at site.
- 9. GUARANTEE/ WARRANTY:-**material to be supplied by the supplier shall be guaranteed against manufacturing defects because of raw materials, faulty workmanship, faulty design, drawing and deficiency in performance for 12 months from the date of commissioning or 18 months from the date of last major dispatch whichever is earlier. In case the material/equipment found defective during the warranty period the supplier will make good without any cost to us.

10. INSPECTION, ACCEPTANCE AND REJECTION:- The supplier shall be responsible for the quality assurance of the items to be supplied by them / their sub-contractor. The supplier shall prepare and submit detailed quality assurance plan to us for review and approval, this will include test to be done at suppliers works as well as at our site. The supplier shall also maintain records of all tests and checks done during the stages of manufacturing and shall produce all such documents at the time of giving the inspection call. We shall be entitled at any time during manufacturing process to inspect, examine and test the materials, workmanship and performance of the equipments to be supplied by the supplier. The supplier shall co-operate with our representative during such checks and shall allow access to our representative to their/ sub- vendor's premises / works. All kind of expenses regarding test of equipment or material will be borne by the contractor

11. Site safety and Environment protection: During execution of work, the party/supplier shall be solely responsible for complying all the statutory requirements of Govt. bodies and any statutory bodies with respect to site health, safety and environment.

12. FORCE MAJURE:-Either party shall not be in any way liable for non-receipt, non-supply of material in whole or part of our ordered quantity in consequence of any strike, lockout, stoppage, fire, breakdown, accident or whatever in nature.

13. TIME IS THE ESSENCE OF THE CONTRACT: Time is the essence of the contract and the party shall ensure that all the obligations under the contract are completed within the agreed time schedule. The supplier / party shall be solely responsible for all the delays including delays caused by its vendors. In case of delay in progress of the works SSWMB reserves the right to with hold the payment, cancel the contract unilaterally or complete the work departmentally or by engaging another agency at the cost and risk of the supplier.

14. RISKPURCHASE- In the event of failure to execute the order completely within the stipulated delivery period / commissioning schedule, SSWMB will have the right to make an alternate arrangement / purchase the entire / remaining job / materials at your risk and cost without assigning any reason thereof.

14. Forfeiture of the Earnest Money:- If a bidder withdraw or modify its bid during the period of bid validity specified, the earnest money shall be

forfeited. b) In case of successful bidder not executing order in full, the earnest money shall be forfeited.

15. PENALTY:- Penalty at the rate of 0.5% (half percent) on the delayed period, on order value, per week subject to maximum 5% shall be imposed for the Quantities not supplied within the delivery period.

16. VALIDITY:-The offer will remain valid for a minimum period of 60 (Sixty) days from the date of opening of bid.

17. RESERVATION:-The SSWMB reserves the right to accept/reject/cancel any or all at any stage without assigning any reason thereof. No claim whatsoever shall be admissible for the alleged loss/damage suffered by the bidders on account of such rejections.

18. FILLING OF TENDER PAPER:- The tender document should be stamped and signed in each page as a token of acceptance of the tender terms and conditions and should accompany with all the required information/documents, otherwise the tender is liable for rejection.

CONDITIONS OF CONTRACT

1. Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge / Deputy Director (Ops) or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work. The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated basis.

2. Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

3. Termination of the Contract.

(A) Sindh Solid Waste Management Board may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the DD (Ops) is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The **SSWMB** has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the **SSWMB**, The contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
 - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. SSWMB may invite fresh bids for remaining work.

4. Possession of the site and claims for compensation for delay. The officer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

5. Extension of Intended Completion Date. The **SSWMB** either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all s of the contract shall continue to be operative during the extended period.

6. Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge / Deputy Director (OPs) and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies

of the specifications, and of all such designs, drawings, and instructions as aforesaid.

7. Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge / Deputy Director (LFSs) shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge / Deputy Director (Ops) may prepare a bill from such list which shall be binding on the contractor in all respects. The Deputy Director /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge / Deputy Director (Ops) from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

8. Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge / Deputy Director (Ops) may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

9. Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge / Deputy Director (Ops) is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Deputy Director (Ops) can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Executive Director (Operations) Karachi.

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

10. Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge / Deputy Director (Ops) or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i)** In the case of any such failure, the Engineer-in-charge / Deputy Director (Ops) shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii)** If the Engineer / Deputy Director (Ops) considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

11.

(A) Inspection of Operations. The Engineer / Deputy Director (LFSs) and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) Dates for Inspection and Testing. The Engineer / Deputy Director (Ops) shall give the contractor reasonable notice of the intention of the Engineer-in-charge / Deputy Director (Ops) or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which

the same was executed.

13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer / SSWMB.

14. Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Director (LFSs). When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

15. Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer / Deputy Director (LFSs). Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

16. Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Executive Director (LFSs) of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

17. Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer / Deputy Director (LFSs) (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

18. Financial Assistance /Advance Payment.

(A) Mobilization advance shall not be applicable.

19. Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

20. Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

TECHNICAL SOCPE OF WORK

SCHEDULE " A "

1. THE TECHNICAL SCOPE OF WORK SHALL INCLUDES:

- Design, Manufacture, Supply, Installation, Testing, commissioning, handing over and guaranteeing the performance of two number 120 tons capacity electronic lorry weighbridge (Pitless/Portable/Mobile) complete with 10 Nos. Load cells each, Analogue Indicator, Standard Weights which amount to 10% of the weigh bridge capacity at site as per W&M Act, necessary software and all other accessories like interconnecting cables, fittings, junctions boxes between load cells and terminal box in the weigh bridge room.
- Supply, Installation and commissioning of Personal Computer with necessary Software along with a Dot matrix printer and all other accessories like interconnecting cables between the terminal box in the weigh bridge room to the computers and other equipments.
- Shall be suitable for fixing on the concrete structures with nut & bolt suitable for weighing platform of size 18*3.
- Supply, installation and commissioning of 5 KVA UPS with necessary batteries and all other accessories.
- The backup of UPS should be for 8 hours.
- Annual Maintenance Contract for Six Years after successful completion of Guarantee period along with payments of necessary Calibration and stamping charges to concerned authorities annually.
- Construction of concrete weighment platform with necessary Ramps.
- Construction of weigh bridge Room.

2. TECHNICAL SPECIFICATION:

- The weighbridge shall be supplied to record the tare weight of the vehicles entering the Gross weight on the exit. They shall meet the requirement of the Government of Sindh Weights and Measures Department.

- The weighbridge room should be located adjacent to the weight platform, shall house the required equipments like Computers, Printers, UPS etc, for the weight documents processing all these equipments shall integrated seamlessly into a single system and provide printed records as required by SSWMB. The total weigh Bridge system shall conform to the detailed SSWMB technical specification mentioned below.

3. BASIC DESIGN REQUIREMENTS & CONSTRUCTIONAL FEATURES:

1. The basic design shall be suitable for electronic measuring system using analogue cells and analogue indication system.
2. The weigh bridge shall be free motion strut mounted type construction.
3. The plate form structure shall be fabricated type with welded nut & bolts rolled steel sections, plates and H beams of reputed company
4. The platform plates are to be provided with "anti - skid ribbing" for made of checkered plates.
5. Bolt – on type side railing with brackets are to be provided for the platform.
6. Stoppers or bumpers are to be provided in longitudinal and transverse directions.
7. The design of the weigh bridge shall be such that the access to all the load cells are possible with minimum strain.
8. The platform design shall be such that the side walls are capable of taking the side thrust.
9. The fabricated platform structures are to be shot blasted prior to painting and finished with primer and epoxy coats of required corrosion resistant.
10. The measuring accuracy shall be accuracy and abided by Government of Sindh weights & measures Act.
11. The weigh bridge indicator cum display system shall be compatible to get connected to a PC for taking print – outs data entry to hard disk of the PC and giving connectivity to external IT network

system through suitable and reliable communication cables and ports.

12. The proposed system also shall include supply of necessary PC along with Software required for the system as a whole.

PLATFORM CONFIGURATION

- | | | | |
|----|-----------------------|---|------------------------------|
| 1. | Construction Type | : | Pit – Less |
| 2. | Ramp Height | : | As Required |
| 3. | Weighing Capacity | : | 120 Metric Tons (12,000 Kgs) |
| 4. | Platform size | : | 18 Metre x 3 Metre |
| 5. | Mechanism / Principle | : | Electronic with load cells |
| 6. | No. Of load cells | : | 10 (minimum) |
| 7. | Weight Indication | : | Analogue indication system |

LOAD CELL DETAILS

- | | | | |
|-----|--|---|--|
| 1. | Capacity of single load cell | : | 30 tones (min) |
| 2. | Accuracy Level | : | Not exceed 0.02 % |
| 3. | Repeatability | : | 0.010 % of rated output |
| 4. | Overload Rating (safe) | : | Not to be less than 125% of rated capacity |
| 5. | Overload Rating (Ultimate) | : | Greater than 225% rated output |
| 6. | Sensitivity in mV / V | : | 2.0 ± 0.1 % |
| 7. | Operating Temperature | : | 15 – 200 C |
| 8. | Temperature effect on 0 Balance output | : | 0.0009 % / Celsius of rated output |
| 9. | Protection Class | : | IP 68 |
| 10. | Citation (for Test Certificate) | : | OIML R60 |
| 11. | Features | : | a. Shall be unaffected by off centre Loads.
b. Canister design to be strong enough to withstand wear, tear and accidental damage due to harsh usage.
c. shall be hermetically sealed to protect against moisture ingress.
d. Shall be provided with automatic diagnostics.
e. Shall withstand hostile conditions due to extreme temperatures, lighting, wind shock and vibration.
f. Shall be provided with over load protection. |

g. Shall be provided with “Low torque” anti - rotation load button. Shall be provided with water

h. Shall be provided with water proof connectors.

i. Test Certificate for load cell’s accuracy test conducted from reputed laboratory is required.

j. Shall have necessary protection for power supply fluctuations.

1. Processor : Micro Processor based
2. Real Time Clock : On Board Battery backed
3. Memory : 128k (min.) for data storage with battery
: backup capable of storing 1000 weighment
: record
4. Power Supply : Linear Mode Power Supply
5. Input voltage : 230 V AC, 50 Hz
6. Protection : **a.** Fuse of suitable rating for Input AC
Mains **b.** Spike Suppressors for input transits
c. High voltage protectors
d. Resistance to dirt and moisture
e. Splash proof key-board
7. Repeatability : + 0.01% of Full Scale
8. Display : A suitable illuminated Display (with backlight)
for displaying numerals as well as alphabets,
at any time.
9. Key Board Port : For connecting a standard IBM PC at 101
key compatible key-board
10. Printer Port : 101 key compatible for connecting dot matrix /
laser printer for printing the weighment made
Records and reports
11. Remote Display : Remote Display port to connect to red LED
sevensegment display to indicate weight on
the Platform.

12. Features : **a.** Configurable Decimal points
b. Anti-flicker display of weight
c. Configurable Zero tracking
d. Over & Under range indication
13. Reading capacity of display: Minimum 80 Tons(i.e 20 Tons above the rated capacity of the weigh bridge)
14. Chipset : Intel 5 series or better on OEM Motherboard
15. Bus Architecture : Integrated Graphics, 2PCI, 1PCI Express x1 And 1 PCI Express x 16
16. Memory : 2 GB 800 MHz, DDR3 RAM with 8GB Expandability
17. Hard Disk Drive : 500 GB 5400 rpm (min) SATA
18. Monitor : 47cm (18.5 inches) TFT Digital Colour Monitor TCO – 05 certified.
19. Key Board : 104 Keys
20. Mouse : Optical
21. Bays : 4 Nos (5.25 inches for optical Media Drives and 2 Nos.3.5 inches for Hard Disk Drives).
22. Ports : 6 USB Ports (with at least 2 USB in front), 1 Serial, Audio ports for microphone and microphone and headphone in front.
23. Cabinet : Mini Tower
24. DVD ROM Drive : 8x or better DVD – ROM Drive
25. Networking Features : 10 / 100 / 1000 on board integrated Network port with remote. Booting facility, remote system installation, remote wake up.
26. Operating System : Windows 7 professional Pre loaded with media And documentation and certificate of Authenticity.

27. Power Management : Screen blanking, Hard Disk and System Idle Mode in Power On, Setup Password, Power Supply SMPS surge protected.
28. pre loaded Software : Kaspersky Antivirus (Latest Version) with 1 Year License.

136 columns Dot Matrix Printer:

- a. Printing Method : Impact dot matrix
b. No. of Pin in Head : 24 pins
c. No. of Columns : 136
d. Print Speed at 10 cpi : 300 cps (min)
e. Port : 1 Parallel and 1 serial
f. Power Supply : 90 to 270 V AC, 50 Hz
g. Printer – OS : Microsoft Windows XP, Vista & 7

Print – Out Details : SSWMB address with phone numbers, date and time of weighing, vehicle Regn. Number, gross weight, Net weight, tare weight in kgs, item particulars/description on minimum 32 space alpha numerical mode, Materials Management Division, code number, designation of persons for weighing and authority, etc, in

a FORMAT to be discussed at the time of order finalization (detailed on weigh bridge slip).

SEALING AND STAMPING :

The sealing and stamping of load cells as well as that of the total weighing system shall conform to the requirements laid down under GOS weight and measurements.

Stamping by the statutory authorities including the payments of the necessary annual stamping charges shall be the responsibility of the tenderer till the completion of six years AMC period.

CALIBRATION :

The weigh bridge calibration shall be carried out by the Bidder while installing and annually before carrying out stamping by the concerned authorities.

The scope of supply also includes supply of Known weights amounting to 10% of the weigh bridge capacity.

NOTE: The weigh bridge calibration should stay for a minimum period of one year from the date of installation without the need for any readjustments.

5 KVA UPS WITH 8 HOURS BACK UPS Qty.: 1 No.

1. Capacity	:	5 KVA
2. Technology	:	PWM-IGBT
3. Input Voltage	:	160 V to 260 V AC Single phase
4. Output Voltage	:	230 V +/- 1% AC
5. Output Frequency	:	50 Hz +/- 1%
6. Output waveform	:	Pure Sine wave
7. Harmonic Distortion	:	< 3%
8. Nature of cooling	:	Air cooling
9. Load power factor	:	0.8 lag to unity
10. Type of battery	:	Sealed Maintenance free battery, Exide
11. Operating Voltage	:	120 Volts D.C.(10 Nos. 12Volts, 65AH(min))
12. Front panel	:	LCD Display for input, output and DC Voltmeter
13. Protection	:	i. over voltage, Short Circuit and overload at UPS output terminal ii. Under voltage at Battery terminal.
14. Indicators	:	i) Mains Presence ii) Battery charging iii) Output Overload iv) Low battery voltage

The equipment shall be supplied with above batteries, connectors, connecting cables, **suitable Battery Rack(Trolley type)** and all other accessories

ENVIRONMENTAL PERFORMANCE OF THE MACHINE:

1. The machine shall be suitable for an ambient temperature of +55°C and relative humidity of 95% respectively, but both do not occur simultaneously.
2. If any safety/environmental protection enclosure is required it shall be built in the weighing machine by the vendor.
3. Paint of the machine shall be weather resistant and shall not peel off due to weathering.
4. Weather conditions are tropical, Atmosphere may be dust laden during some part of the year.
5. Thermal Stability of the complete machine keeping in view specified Ambient Conditions and accuracy requirements of SSWMB and contractor should ensure trouble free operation of the Weighbridge and shall protection to take care of all power fluctuation.

INSPECTION & MACHINE ACCEPTANCE:

1. Contractor to give details on MACHINE INSPECTION Tests to be performed by Vendor at Vendor's works, on the machine before dispatch.
2. Full load test to demonstrate the maximum capacity of the weighing machine.
3. Demonstration of all features of the weighing machine, indicator system and accessories
4. Tests/Activities to be carried out at SSWMB works while commissioning the machine.
5. Accuracy, Repeatability, Safe Over-Load Testing, Communication Connectivity and tests recommended by the Vendor.
6. Demonstration of all features of the weighing machine, indicator system and accessories to the satisfaction of SSWMB for effective use of the machine.

MACHINE ERECTION & COMMISSIONING:

1. Contractor to take full responsibility for complete works relating to the erection and commissioning of the subject weigh-bridge. Service requirements like crane, lifting tackles, skilled man-power, etc. shall be mobilized by the Bidder.
2. Tools, Tackles, instruments and other necessary equipment required for erection and commissioning should be brought by the Vendor.
3. Commissioning spares, required for commissioning of the machine within stipulated time, shall be brought by the Vendor on returnable basis.
4. Portion, if any, of the machine, accessories and other supplied items where paint has rubbed off or peeled during transit or erection should be repainted and merged with the original surrounding paint by the vendor. For this purpose, the Vendor should supply sufficient quantity of touch up paint of various colours of paint used.
5. Schedule of Erection and Commissioning shall be submitted with the offer.
6. Charges, duration, terms and conditions for erection and commissioning should be furnished in detail separately by Vendor along with the Technical offer.
7. LEVELLING & ANCHORING SYSTEM: Complete anchoring system including foundation bolts , anchoring materials, fixtures, leveling shoes etc., shall be supplied along with the Weighing Machine.
8. Final calibration (with validity for one year) and stamping of the WEIGH BRIDGE by statutory authority shall be under the scope of the supplier.

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

a) SCOPE OF WORK:

Periodical maintenance on every month and breakdown maintenance as and when informed by SSWMB.

The schedule of providing maintenance shall consist of checking the performance of the equipment and accessories periodically.

The schedule shall consist of emergency breakdown as also the corrective and remedial routine maintenance services to the various systems.

Replacement made in respect of defective units to set right the malfunction of the system concerned as also the Viz. all PCB, indicator, calibration, stamping fee etc., shall be at free of cost.

Repairs/rectification replacement of all components/PCB as deemed necessary by firm Engineers shall be at free of cost. Work shall be done during normal working hours.

b) CONTRACT PERIOD:

The Annual maintenance Contract order may issued after completion of the guarantee period subject the performance of work carried out by the contractor. The Annual maintenance Contract order will be renewed every year for with maximum six years as per the price quoted by the Bidder.

c) TERMS OF PAYMENT:

On satisfactory completion of monthly servicing and on certification by the SSWMB's Engineer, Quarterly payment will be recommended on pro-rata basis on production of pre-receipted bill in the format.

SECURITY DEPOSIT FOR AMC:

The Bid Security / Bank Guarantee deposit paid by the successful bidder will be kept as Security Deposit for the Annual maintenance contract for a period of five years and the same will be refunded after successful completion of 6 years AMC period.

e) AGREEMENT FOR AMC:

An agreement in the SSWMB prescribed format will be provided for execution.

f) PENALTY CLAUSE (FOR AMC)

- i) 70% of the contract value pertains towards the cost of spare parts for the maintenance of the Weighbridge and the balance 30% is for the labour cost. Hence if the minimum servicing once in a month is not carried out, 30% of the contract value for the respective month will be deducted from the bill towards the labour cost alone.
- ii) Breakdown calls shall be attended by the firm within 24 hours from the time of receipt of breakdown message from the SSWMB. In case the firm is not responding to SSWMB urgent calls, ½% of the total contract value per week (a week is defined as 7 days inclusive of holidays) or part thereof subject to a maximum of 5% of the total contract value will be deducted from the firm's bill.
- iii) Advance information of at least 24 hours shall be given by the firm before undertaking maintenance and servicing works.

NOTE:

Tenders without Comprehensive Annual Maintenance Contract for SIX years will NOT be considered for evaluation.

OTHER CONDITIONS :

- 1) The technical specification – "Schedule-A" and Price Schedule – B" to read in conjunction to make sure of the supply and works involved.
- 2) Technical and Commercial condition shall be clearly furnish in the quotation. The offer shall mention the make and model of the equipment and shall accompany with the relevant technical leaflet.
- 3) The rate should be quoted as per unit.
- 4) The rate quoted should be maintained till the completion of supply and no upward price revision will be agreed to.
- 5) The Contractor may inspect the above existing area acquaint themselves and to quote their Tender.
- 6) The firm shall have full-fledged servicing facilities at Karachi with adequate qualified trained personnel. The address of the Service Centre at Karachi should also be mentioned in the offer.
- 7) The Comprehensive AMC order will be issued after completion of the guarantee period. Based on the performance of the First year Annual

maintenance Contract, the Comprehensive AMC order will be renewed every year as per the price quoted by the bidder.

8) The clarifications, if any the firm may contact "SSWMB Office"

NOTE: The quantities may vary and same will be acquired / procured from the lowest bidder as and when required on need based throughout the contractual period.

BILL OF QUANTITIES (BoQ)

NAME OF WORK

**SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 120 MT
PITLESS / PORTABLE / MOVEABLE ELECTRONIC WEIGHBRIDGE
ALONG WITH CUSTOMIZABLE SOFTWARE AT DIFFERENT
DESIGNATED LOCATIONS IN KARACHI.**

"SCHEDULE B"

Sr. No.	Description of Work	Qty.	Unit No.	Rate/ Unit Rs.	Total Amount Rs.
1.	Design, Manufacture, Supply, Erect and install of 120 tones capacity Pit Less / Moveable electronic lorry weighbridge complete with 08 Nos. Load cell, Analogue Indicator, suitable 20% of the weigh Bridge capacity Iron Test Weights, necessary software and all other accessories as detailed in the technical specification of Schedule "A".	2	No		
2	Providing and fixing insulated Iron built container of 40'x12'x10' including all accessories.	2			
3	<u>Office Furniture & Equipment:</u>				
	• Tables size 6x3	04			
	• Revolving Chairs	04			
	• Ordinary Chairs (Standard)	08			
	• P/F of Ceiling fans of 56"	04			
	• P/F of 1.5 Tons AC Split Type	02			
	• P/F of Fiber Tank (1000 liters) on the roof.	02			

- NOTE
1. The bidder shall furnish their Offers for all the items mentioned above else it will be treated as incomplete offer.
 2. If any of the statutory levy mentioned above is not required the same may be stated as NIL.
 3. If any of the statutory levy is required other than the one mentioned above, the same may be indicated separately along with the rate at which it is charged.
 4. Offers without quote for the Comprehensive Annual Maintenance Contract will not be considered for further evaluation.

Bidder is required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant documents required. In case of any deviation / incomplete documents from tender will be prohibited for competing in the tender / render their offer in invalid.

Pay Order/ Demand Draft No. _____ / Bank Guarantee No. _____ drawn on _____ (Name & address of the Bank) for an Amount of Rs. _____ in words (_____) of Bid Security equal to 5% of the total bid amount (original must be attached with Bid).

Full Name & Address of Firm _____

CNIC No. of authorized Person _____

Signature of Authorized Person _____

Seal / Stamp of Firm _____

Sr. No.	Description of work	Cost for the Comprehensive Annual Maintenance Contract
I.	Comprehensive Annual Maintenance Contract after the completion of guarantee.	
1.	1 st Year	
2.	2 nd Year	
3.	3 rd Year	
4.	4 th Year	
5.	5 th Year	
6.	6 th Year	

Note:

1. Tenders without quote for 6 years Comprehensive AMC will not be considered for evaluation.
2. The actual cost under Item No.I and Net Present Value (NPV) of Item No.II shall be adopted for the evaluation purpose for arriving the order of merit.
3. The AMC charges quoted shall include the charges towards annual stamping of the weigh bridge system by the concerned authorities.

Bidder Signature and Seal