



## GOVERNMENT OF SINDH



### SSWMB - NIT-5.7

### **‘Purchase of 07 Fork Lifters for 06 (Six) Garbage Transfer Stations (GTS)’ in Karachi (Single Stage - Two Envelope Procedure)**

Estimated Cost:-	Offer Rate	Tender Cost:	Rs. 3,000/-
Time Limit:- (Supply Period)	90-120 Days	Late Penalty	0.5% per week to maximum 10%
To be Opened on:-	08-03-2017	Validity of Tender:	90 Days

Note: This document is as per SPPRA  
Standardized Bidding Document  
effective from 26-12-2011.

**Executive Director  
(Operations-I)  
SSWMB**

**Tender Issued:**

No: **SSWMB/NIT-5.7**

Dated \_\_\_\_\_

Issue to M/s

Pay Order No. \_\_\_\_\_

Dated \_\_\_\_\_

Bank: \_\_\_\_\_

**Signature & Stamp of Issuing Authority**

**Bidding Documents**  
For  
National Competitive Bidding  
**SSWMB-NIT-5.7**  
Procurement of Goods

**Purchase of 07 Fork Lifters for 06 Garbage Transfer Stations of Karachi**  
(Single Stage - Two Envelope Procedure under Rule 46(2) of SPP Rules 2010)

**PART ONE (FIXED)**

- Instruction to Bidders (ITB)
- General Condition of Contract (GCC)

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# Part One - Section I.

## Instructions to Bidders

(These Instructions to Bidders will not be part of the contract.)

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# Instructions to Bidders

## A. Introduction

### 1. Source of Funds

- 1.1 Government of Sindh ADP 2016-17 (Scheme No. 1658).
- 1.2 Payment by the Fund will be made only at the request of the supplier and upon approval by the Competent Authority of SSWMB, and will be subject in all respect to the terms and conditions of the agreement.

### 2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (Amended 2013) and its Bidding Documents including Eligibility & Minimum Qualification Criteria except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids **[Not Applicable in this Case]**.
- 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1

### 3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 (Amended 2013) and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of

components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

#### **4. Cost of Bidding**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. The Bidding Documents**

#### **5. Content of Bidding Documents**

5.1 The bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications
- g) Bid Form and Price Schedules
- h) Bid Security Form
- i) Contract Form
- j) Performance Security Form
- k) Manufacturer’s Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

#### **6. Clarification of Bidding Documents**

6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents, which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

#### **7. Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.



- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

#### **8. Language of Bid**

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

#### **9. Documents Comprising the Bid**

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to meet all Minimum Qualification Criteria attached with this bidding document at Annexure “E” to perform the contract if its bid is accepted;
  - c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - d) bid security furnished in accordance with ITB Clause 15.
10. Bid Form 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
11. Bid Prices 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder’s separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency’s right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in

accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, **a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.**

## **12. Bid Currencies**

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

## **13. Documents Establishing Bidder's Eligibility and Qualification**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications through meeting all Minimum Qualification Criteria as attached at Annexure "E" of this bidding document to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2 and all other criteria as laid down in the NIT enclosed.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
- b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations
- d) prescribed in the Conditions of Contract and/or Technical Specifications; and that the Bidder meets the qualification criteria listed in the Bid Data Sheet and attached at Annexure "E" of this bidding document.

## **14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the goods;
- b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning

of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and

- c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **15. Bid Security**

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
  - a) a bank guarantee issued by a reputable bank located in Pakistan, in the form provided in the bidding documents and valid for thirty (30) days beyond the validity of the bid; or
  - b) irrevocable en-cashable on-demand Bank call-deposit / Pay Order.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
  - a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - b) in the case of a successful Bidder, if the Bidder fails:
    - i. to sign the contract in accordance with ITB Clause 32; or
    - ii. to furnish performance security in accordance with ITB Clause 33.

## **16. Period of Validity of Bids**

- 16.1 Bids shall remain valid for the period of 90 days as specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

## **17. Format and Signing of Bid**

- 17.1 The Bidder shall prepare an original and a copy of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

### **D. Submission of Bids**

## **18. Sealing and Marking of Bids**

- 18.1 The Bidder shall seal the original and the copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
  - a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

#### **19. Deadline for Submission of Bids**

- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **20. Late Bids**

- 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

#### **21. Modifications and Withdrawal of Bids**

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

### **E. Opening and Evaluation of Bids**

#### **22. Opening of Bids by the Procuring agency**

- 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring agency will prepare minutes of the bid opening.

**23. Clarification of Bids**

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**24. Preliminary Examination**

24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Evaluation and Comparison of Bids**

25.1 The Procuring agency will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

- 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
- a. incidental costs
  - b. delivery schedule offered in the bid;
  - c. deviations in payment schedule from that specified in the Special Conditions of Contract;
  - d. the cost of components, mandatory spare parts, and service;
  - e. the availability Procuring agency of spare parts and aftersales services for the equipment offered in the bid;
  - f. the projected operating and maintenance costs during the life of the equipment;
  - g. the performance and productivity of the equipment offered; and/or
  - h. other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
- 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
- a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
  - b. Delivery schedule.
    - i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery (we shall add adjustment factor in Bidding Data).  
Or
    - ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.  
Or
    - iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a

percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule

c. Deviation in payment schedule.

i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet (We Shall add price adjustment factor in Bidding Data).

d. Cost of spare parts.

i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

ii. The Procuring agency will draw up a list of high usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

e. Spare parts and after sales service facilities in the Procuring agency's country.

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.



- f. Operating and maintenance costs. Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.
- g. Performance and productivity of the equipment.
  - i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
  - or
  - ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.  
The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

**Alternative 25.4 Merit Point System:**

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

The bid scoring the highest number of points  
will be deemed to be the lowest evaluated bid.

**26. Contacting the Procuring agency**

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If

the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

## **F. Award of Contract**

### **27. Post-qualification**

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **28. Award Criteria**

- 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided that the procedure is in accordance to technical specification & to perform the contract satisfactorily.

### **29. Procuring agency's Right to Vary Quantities at Time of Award**

- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**

- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

### **31. Notification of Award**

- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.

- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

## **32. Signing of Contract**

- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

## **33 Performance Security**

- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

## **34. Corrupt or Fraudulent Practices**

- 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts; observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
    - i. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring agency of the benefits of free and open competition;
  - b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the

firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

# Part One - Section II.

## General Conditions of Contract

### **Notes on the General Conditions of Contract**

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

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# **General Conditions of Contract**

## **1. Definitions**

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

- a. “The Contract” means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. “The Goods” means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
- d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e. “GCC” means the General Conditions of Contract contained in this section.
- f. “SCC” means the Special Conditions of Contract.
- g. “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
- h. “The Procuring agency’s country” is the country named in SCC.
- i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- j. “The Project Site,” where applicable, means the place or places named in SCC.
- k. “Day” means calendar day.

## **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## **3. Country of Origin**

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

#### **4. Technical Specification**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

#### **5. Use of Contract Documents and Information; Inspection and Audit by the Government**

- 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

#### **6. Patent Rights**

- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

#### **7. Performance Security**

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - b. a cashier's or certified check.



- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

## **12. Transportation**

- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## **13. Incidental Services**

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - e. training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

## **14. Spare Parts**

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a. such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for **six (06)** months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

## **18. Change Orders**

- 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
  - b. the method of shipment or packing;
  - c. the place of delivery; and/or
  - d. the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

## **19. Contract Amendments**

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **20. Assignment**

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

## **21. Subcontracts**

- 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

## **22. Delays in the Supplier's Performance**

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of

the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

### **23. Liquidated**

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

### **24. Termination for Default**

- 24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
  - b. if the Supplier fails to perform any other obligation(s) under the Contract.
  - c. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- 24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar

Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **26. Termination for Insolvency**

- 26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procuring agency.

## **27. Termination for Convenience**

- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
  - a. to have any portion completed and delivered at the Contract terms and prices; and/or
  - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

## **28. Resolution of Disputes**

- 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

## **29. Governing Language**

- 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

## **30. Applicable Law**

- 30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

## **31. Notices**

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **32. Taxes and Duties**

- 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

# **Sindh Solid Waste Management Board**

## **Bidding Documents**

For  
National Competitive Bidding

**SSWMB-NIT-5.7**  
**‘Purchase of 07 Fork Lifters for**  
**06 (Six) Garbage Transfer Stations (GTS)’ in Karachi**  
**(SINGLE SATGE – TWO ENVELOPE PROCEDURE)**

### **PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Form
- Eligibility



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**Part Two**  
**Section I. Invitation for Bids**

## Notice Inviting Tender (SSWMB/Re-NIT-5)



**Sindh Solid Waste Management Board** invites / re-invites sealed bids from interested Contractors / Firms for carrying out following works under **SINGLE STAGE – ONE ENVELOPE PROCEDURE**:

SSWMB NIT- No.	Name of Work	Estimated Cost PKR	Bid Security
<b>SSWMB/NIT - 5:</b> Construction of Garbage Transfer Stations (GTS) - (Civil (excluding Boundary Wall), Electrical, Water Supply and Sanitary works) at following sites in Karachi			
<b>SSWMB/ NIT- 5.1</b>	Mewa Shah Near Graveyard, District West, Karachi	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.2</b>	Sector-26, Korangi Industrial Area, Karachi	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.3</b>	Sector 52, Korangi Township, Karachi	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.4</b>	Sharafi Goth Near Graveyard, Altaf Hussain Road, Landhi, KHI	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.5</b>	Sohrab Goth Near Lyari Expressway, Karachi	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.6</b>	Gulshan-e-Iqbal, District East, Karachi	<b>153.077 M</b>	<b>1%</b>
Note: 1. <i>Separate tender / Bids for each GTS site</i> 2. <i>Subject to availability of Land, SSWMB reserves the right to change the location / site of GTS anywhere within Karachi</i>			
<b>SSWMB/NIT - 5: Supply of Solid Waste Machinery:</b>			
<b>SSWMB/ NIT-5.7M</b>	Purchase of 07 Fork Lifters for GTS, Karachi	Open rate	1%
<b>SSWMB/ NIT-5.8M</b>	Purchase of 07 Tractors with Front loaders and Trolleys for GTS Karachi	Open rate	1%
<b>Minimum Qualification Criteria:</b> 1. NTN Certificate. 2. SRB Registration. 3. Registration with Pakistan Engineering Council as per Bidding Document			
<b>Tender Schedule</b>			
<b>1. Issuance of Bidding Documents:</b> From 20-02-2017 to 08-03-2017 (Both days inclusive) during office hrs.			
<b>2. Submission of Bids:</b> 08-03-2017 at 15:00 hrs			
<b>3. Opening of Bids:</b> 08-03-2017 at 15:30 hrs			
<b>4. Address:</b> Assistant Director (Finance), Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.			
<ul style="list-style-type: none"> <li>• Proof of Registration with FBR (NTN certificate), Sindh Revenue Board (SRB) and Pakistan Engineering Council (PEC), where applicable, is to be submitted with the bids.</li> <li>• Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through <b>PAY ORDER OR BANK DRAFT of Pak Rs.3,000/- (for each work)</b> in favor of <b>Sindh Solid Waste Management Board</b> as per schedule given above from the office of <b>Assistant Director (Finance)</b>, SSWMB during office hours. Alternatively the documents may also be downloaded from the website <a href="http://www.pprasindh.gov.pk">www.pprasindh.gov.pk</a> or <a href="http://www.sswmb.gos.pk">www.sswmb.gos.pk</a> 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.</li> <li>• The Bids must be in sealed envelope and submitted <b>SEPARATE FOR EACH WORK</b>.</li> <li>• The envelope must clearly state: <ul style="list-style-type: none"> <li><b>i. Name of the Work and ii. Tender Reference Number as mentioned on the bidding document.</b></li> </ul> </li> <li>• 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.</li> <li>• Interested firms should submit their inquiries / bids / documents to the following address:</li> </ul> <p style="text-align: center;"><b>Director (GTS / Landfill Sites)</b> 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: <a href="mailto:info@sswmb.gos.pk">info@sswmb.gos.pk</a> website: <a href="http://www.sswmb.gos.pk">www.sswmb.gos.pk</a></p>			

**Part-II**  
**Section II. Bid Data Sheet**

## Bid Data Sheet

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

<b>Introduction</b>	
ITB 1.1	Name of Procuring Agency of Government of Sindh: Sindh Solid Waste Management Board
ITB 1.1	Loan or credit or Project allocation amount: ADP 2016-17 (Scheme 1658)
ITB 1.1	Name of Project: 'Establishment of 06 (Six) Garbage Transfer Stations (GTS)' in Karachi
ITB 1.1	Name of Contract: 'Supply of 07 Fork Lifters for 06 (Six) Garbage Transfer Stations (GTS)' in Karachi (Single Stage - Two Envelope Procedure)
ITB 4.1	Name of Procuring agency: Sindh Solid Waste Management Board
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers: Executive Director (Operations-I), Sindh Solid Waste Management Board, Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Ph: +92 21 9933 3704-06, Fax: +92 21 9933 3707
ITB 8.1	Language of the bid: English

<b>Bid Price and Currency</b>	
ITB 11.2	The price quoted shall be DDP along with all cartridge, insurance cover up to the office of Executive Director (Operations-I), Sindh Solid Waste Management Board, Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi or as directed, but the designated site shall be within Karachi. Ph: +92 21 9933 3704-06, Fax: +92 21 9933 3707
ITB 11.5	The price shall be fixed, no escalation is allowed during the contract period.

<b>Preparation and Submission of Bids</b>	
ITB 13.3 (d)	Minimum Qualification Criteria attached at Annexure “E”. “If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as nonresponsive.”]
ITB 14.3 (b)	Spare parts may be required for 05 years of operation. <b>[Not Applicable]</b>
ITB 15.1	Amount of bid security: 1% of the quoted price.
ITB 16.1	Bid validity period 90 days. SPP Rules 2010 will be applied.
ITB 17.1	Number of copies. NIL
ITB 18.2 (a)	As mentioned in the NIT.
ITB 18.2 (b)	As mentioned in the NIT.
ITB 19.1	As mentioned in the NIT.
ITB 22.1	Time, date, and place for bid opening. <b>8<sup>th</sup> March 2017 at 03:30 PM</b>

<b>Bid Evaluation</b>	
ITB 25.3	Criteria for bid evaluation. As attached at Annexure “E”.
ITB 25.4 (a)	(as ITB 11.2- The price quoted shall be DDP along with all cartridge, insurance cover upto SSWMB designated Site)
ITB 25.4 (b)	One option as follows:

Option (i)	Adjustment will be made as a percentage of 5% of total contractual value per week but not more than 4 weeks
Option (ii)	<b>(Not Applicable)</b>
Option (iii)	<b>(Not Applicable)</b>
ITB 25.4 (c)	Deviation in payment schedule.
Option (i)	<b>NOT APPLICABLE IN THIS CASE</b>
Option (ii)	Deviation in payment schedule. <b>NOT APPLICABLE IN THIS CASE</b>
ITB 25.4 (d)	Cost of spare parts. <b>(NOT APPLICABLE IN THIS CASE)</b>
ITB 25.4 (e)	Spare parts and after sales service facilities in Karachi for more than last 5 continuous years.
ITB 25.4 (f)	Operating and maintenance costs. <b>(NOT APPLICABLE IN THIS CASE)</b>
ITB 25.4 (g)	Performance and productivity of equipment. [Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]
ITB 25.4 (h)	Details on the evaluation method (As Annexure “E”).
ITB 25.4 Alternative	<b>(Not Applicable in this Case)</b>

<b>Contract Award</b>	
ITB 29.1	Percentage for quantity increase or decrease will be within 15% of the Total Contractual Cost.

## **Part-III**

### **Section III. Special Conditions of Contract**

#### **Notes on the Special Conditions of Contract**

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

- a. Information that complements provisions of Part one Section II must be incorporated.
- b. Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.



## Special Conditions of Contract

### Table of Clauses

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## Special Conditions of Contract

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

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is Sindh Solid Waste Management Board (SSWMB)

GCC 1.1 (h)—The Procuring agency's country is Pakistan

GCC 1.1 (i)—The Supplier is the lowest evaluated bidder

#### Sample Provision

GCC 1.1 (j)—The Project Site is office of Sindh Solid Waste Management Board, Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi or any site designated by SSWMB.

### 2. Country of Origin (GCC Clause 3)

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

### 3. Performance Security (GCC Clause 7)

GCC 7.1—Performance Guarantee 5% of Contractual Value at the time of agreement & will be returned till completion of warranty period.

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

### 4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to delivery of Goods and at final acceptance are as follows: At Manufacturer's Place by the Inspection Team constituted by SSWMB

### 5. Packing (GCC Clause 9)

#### Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2: **(Not Applicable)**

### 6. Delivery and Documents (GCC Clause 10)

#### Sample provision (DDP terms)

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

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

- ii. original and two copies of the usual transport document;
- iii. copies of the packing list identifying contents of each package;
- iv. insurance certificate;
- v. Manufacturer's or Supplier's warranty certificate;
- vi. inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- vii. certificate of origin and latest model.
- viii. Workshop / Maintenance Manual of Chassis & Super Structure for each vehicles.
- ix. Driver's Manual for each vehicle.
- x. Spare Parts Category of Super Structure & Chassis for each vehicle.

#### **7. Insurance (GCC Clause 11)**

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

#### **8. Incidental Services (GCC Clause 13)**

GCC 13.1—All expected Incidental services to be provided by the supplier & any cost if these should be part of the bid part.

#### **9. Spare Parts (GCC Clause 14)**

GCC 14.1—Additional spare parts requirements are: **[Not Applicable]**

#### **10. Warranty (GCC Clause 15)**

GCC 15.2—In partial modification of the provisions, the warranty period shall be 06 Months of operation or 06 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

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

- b) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% of Contractual Value of late delivery quantity per week but not more than 4 weeks.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is 10 working days.

## 11. Payment (GCC Clause 16)

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

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

- i. Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring agency (**Not Applicable in this Case**).
- ii. On Pre-Delivery inspection at manufacturer's premises: Ninety (90) percent of the Contract Price of the Goods delivered shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10 or through cheque (**Not Applicable in this Case**).
- iii. On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency. Payment of local currency portion shall be made in [currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed (**Not Applicable in this Case**).
- iv. **100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.**
- v. Part payment on part supply may be allowed at discretion of SSWMB.

## 12. Prices (GCC Clause 17)

### Sample provision

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. (**Not Applicable**)

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate:

Maximum deduction: 0.5% per week of part of late delivery but the maximum 10% of contract price.

**14. Resolution of Disputes (GCC Clause 28)**

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

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country at Karachi.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be English.

**16. Applicable Law (GCC Clause 30)**

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

**The Employment of Children (ECA) Act 1991**

**The Bonded Labour System (Abolition) Act of 1992**

**The Factories Act 1934**

**17. Notices (GCC Clause 31)**

GCC 31.1 —Procuring agency's address for notice purposes:

Executive Director (Operations-I), Sindh Solid Waste Management Board,  
Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road,  
Karachi.

—Supplier's address for notice purposes: shall be the office address in  
Karachi as will be mentioned in their bidding document.

**Part-II**  
**Section IV, Schedule of Requirements**

## Schedule of Requirements

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

Number	Description	Quantity	Delivery schedule (shipment) in days/weeks/months
01	Purchase of 07 Nos Fork Lifters for Garbage Transfer Stations in Karachi with accessories as mentioned at Annexure “D-1” and shall meet conform to the standards mentioned in the Technical Specifications at Annexure “B-1”.	07 Nos.	90 – 120 Days from the date of award of Work

**Part-II**  
**Section V. Technical Specifications**

Attached at Annexure "B"



**Part-II**  
**Section VI.**  
**Sample Forms**

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6	MANUFACTURER’S AUTHORIZATION FORM	60

## 1. Bid Form and Price Schedules

Date: \_\_\_\_\_

To: Executive Director (Operations-I),  
Sindh Solid Waste Management Board

Dear Sir,

Having examined the bidding documents including Addenda Nos. [Nil], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for a period of [90] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Name and address of agent	Amount and Currency	Purpose of Commission or Gratuity
___NOT APPLICABLE___	___NOT APPLICABLE___	___NOT APPLICABLE___
_____		_____
_____		_____
_____		_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## Price Schedule in Pak. Rupees

Name of Bidder \_\_\_\_\_

NIT Number SSWMB/NIT-8.7 Page of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required <sup>3</sup>
Attached at Annexure "C"						

Signature of Bidder \_\_\_\_\_

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

\_\_\_\_\_

## 2. Bid Security Form

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency / Employer)

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

Name of Principal (Bidder) with  
address: \_\_\_\_\_

Penal 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 The “Procuring Agency / Procuring Agency / Employer”) 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 Procuring Agency / Employer; and

WHEREAS, the Procuring Agency / Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency / Procuring Agency / Employer, 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 (90+28 = 118 Days);
- (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

Procuring Agency / Employer 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 Procuring Agency / Procuring Agency / Employer 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 Procuring Agency / Procuring Agency / Employer for the faithful performance and proper fulfilment 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 Procuring Agency / Employer / Procuring Agency the said sum stated above upon first written demand of the Procuring Agency / Employer without cavil or argument and without requiring the Procuring Agency / Procuring Agency / Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency / Procuring Agency / Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency / Procuring Agency / Employer 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 Procuring Agency / Procuring Agency / Employer 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. Signature \_\_\_\_\_

1. \_\_\_\_\_

2. Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

Corporate Guarantor (Seal)

### 3. Contract Form

THIS CONTRACT AGREEMENT (hereinafter called the - Agreement) made on the \_\_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the —Procuring Agency) of the one part and \_\_\_\_\_ (hereinafter called the —Contractor) of the other part.

WHEREAS the Procuring Agency 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 witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract 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
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency 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.



#### 4. Performance Security Form

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency / Employer)

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 Procuring Agency / Procuring Agency / Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency / Procuring Agency / Employer, 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 Procuring Agency / Procuring Agency / Employer'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 Procuring Agency / Procuring Agency / Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall 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 till 30 days beyond the date of completion..

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 defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency / Employer without delay upon the Procuring Agency / Employer's first written demand without cavil or arguments and without requiring the Procuring Agency / Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency / Employer'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 Procuring Agency / Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency / Employer 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 Procuring Agency / Employer 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.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

## 5. Bank Guarantee for Advance Payment

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the

Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection. This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_  
by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness

1. \_\_\_\_\_ 1. Signature \_\_\_\_\_  
\_\_\_\_\_ 2. Name \_\_\_\_\_

Corporate Secretary (Seal)

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address) Corporate Guarantor (Seal)

**6. Manufacturer's Authorization Form**  
**[See Clause 13.3 (a) of the Instructions to Bidders.]**

To: Sindh Solid waste Management Board

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

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

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

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[signature for and on behalf of Manufacturer]

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



Sindh Solid Waste Management Board

## Notice Inviting Tender (SSWMB/Re-NIT-5)



Sindh Solid Waste Management Board invites / re-invites sealed bids from interested Contractors / Firms for carrying out following works under **SINGLE STAGE – ONE ENVELOPE PROCEDURE**:

SSWMB NIT- No.	Name of Work	Estimated Cost PKR	Bid Security
<b>SSWMB/NIT - 5:</b> Construction of Garbage Transfer Stations (GTS) - (Civil (excluding Boundary Wall), Electrical, Water Supply and Sanitary works) at following sites in Karachi			
<b>SSWMB/ NIT- 5.1</b>	Mewa Shah Near Graveyard, District West, Karachi	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.2</b>	Sector-26, Korangi Industrial Area, Karachi	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.3</b>	Sector 52, Korangi Township, Karachi	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.4</b>	Sharafi Goth Near Graveyard, Altaf Hussain Road, Landhi, KHI	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.5</b>	Sohrab Goth Near Lyari Expressway, Karachi	<b>153.077 M</b>	<b>1%</b>
<b>SSWMB/ NIT- 5.6</b>	Gulshan-e-Iqbal, District East, Karachi	<b>153.077 M</b>	<b>1%</b>
Note: 1. <i>Separate tender / Bids for each GTS site</i> 2. <i>Subject to availability of Land, SSWMB reserves the right to change the location / site of GTS anywhere within Karachi</i>			
<b>SSWMB/NIT - 5: Supply of Solid Waste Machinery:</b>			
<b>SSWMB/ NIT-5.7M</b>	Purchase of 07 Fork Lifters for GTS, Karachi	Open rate	1%
<b>SSWMB/ NIT-5.8M</b>	Purchase of 07 Tractors with Front loaders and Trolleys for GTS Karachi	Open rate	1%
<b>Minimum Qualification Criteria:</b> 1. NTN Certificate. 2. SRB Registration. 3. Registration with Pakistan Engineering Council as per Bidding Document			
<b>Tender Schedule</b>			
<b>1. Issuance of Bidding Documents:</b> From 20-02-2017 to 08-03-2017 (Both days inclusive) during office hrs.			
<b>2. Submission of Bids:</b> 08-03-2017 at 15:00 hrs			
<b>3. Opening of Bids:</b> 08-03-2017 at 15:30 hrs			
<b>4. Address:</b> Assistant Director (Finance), Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society - Karachi.			
<ul style="list-style-type: none"> <li>Proof of Registration with FBR (NTN certificate), Sindh Revenue Board (SRB) and Pakistan Engineering Council (PEC), where applicable, is to be submitted with the bids.</li> <li>Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through <b>PAY ORDER OR BANK DRAFT of Pak Rs.3,000/- (for each work)</b> in favor of <b>Sindh Solid Waste Management Board</b> as per schedule given above from the office of <b>Assistant Director (Finance)</b>, SSWMB during office hours. Alternatively the documents may also be downloaded from the website <a href="http://www.pprasindh.gov.pk">www.pprasindh.gov.pk</a> or <a href="http://www.sswmb.gos.pk">www.sswmb.gos.pk</a> 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.</li> <li>The Bids must be in sealed envelope and submitted <b>SEPARATE FOR EACH WORK</b>.</li> <li>The envelope must clearly state: <ul style="list-style-type: none"> <li><b>i. Name of the Work and ii. Tender Reference Number as mentioned on the bidding document.</b></li> </ul> </li> <li>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.</li> <li>Interested firms should submit their inquiries / bids / documents to the following address:</li> </ul>			
<p align="center"><b>Director (GTS / Landfill Sites)</b> 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: <a href="mailto:info@sswmb.gos.pk">info@sswmb.gos.pk</a> website: <a href="http://www.sswmb.gos.pk">www.sswmb.gos.pk</a></p>			

## **MINIMUM TECHNICAL SPECIFICATION** **OF FORKLIFT TRUCK**

### **TECHINICAL REQUIREMENT / SPECIFICATION:**

The unit will be suitable for loading the load mostly from within GTS. The manufacturer shall design the machine keeping in view all the necessary factors including corrosive nature of the atmosphere of the city of Karachi.

MIN. LIFTING CAPACITY	: Not Less than 3,000 KG (3 TON)
FORK LENGTH	: Minimum 1070 MM
LIFTING HEIGHT	: Not less than 3000 mm
GROUND CLEARANCE	: More than 175 mm from the center of wheel base
TRANSMISSION	: Manual / Power Shift
TURNING RADIUS (OUTSIDE)	: Maximum 2400 MM
GRADEABILITY	: Minimum 23%
LIFTING SPEED (WITH LOAD)	: Not Less than 500 mm/s
LIFTING SPEED (WITOUT LOAD)	: Not Less than 550 mm/s
LOWERING SPEED (WITH LOAD)	: Not less than 450 mm/s
LOWERING SPEED (WITHOUT LOAD)	: Not less than 550 mm/s
TRAVEL SPEED (WITH LOAD)	: Not Less than 19 KM/Hour
TRAVEL SPEED (WITHOUT LOAD)	: Not Less than 20 KM/Hour
ENGINE	: Tier II / Tier III, Not less than 35 KW/2500 RPM, 4 Cylinder, Water Cooled, diesel Operated, Low Noise, Economical in Operation, Environmental Friendly, Well Renowned make from USA/Europe/Japan and well used in Pakistan with easily access to the spare parts.
MANDATORY EXPERIENCE OF THE MANUFACTURER / LOCAL SUPPLIER	: i. Manufacturer should have forklift manufacturing and Selling Experience of over 30 years. ii. Local company should have experience of selling over 150 machines in Pakistan in last 5 years.

The machinery shall be equipped with all standard equipment / accessories including followings:

- CYCLOPAK AIR CLEANER WITH DUST INDICATOR
- DRAWBAR PIN
- STARTER SWITCH
- LOAD BACKREST
- LONG LIFE TYRES
- OVERHEAD GUARD
- POWER BREAK
- POWER STEERING
- RADIATOR RESERVE TANK
- RETAINING ROLLOERS
- CONVERTER OIL COOLER
- REAR VIEW MIRRORS
- TOOL SET
- BACK-UP BUZZER
- SUSPENSION SEAT
- TILT ADJUSTABLE HANDLE
- BACON LIGHT
- HEAD & TURNING SIGNAL LIGHTS
- CHARGING LIGHTS
- HOUR METERS
- ENGINE OIL PRESSURE WARNING LIGHT
- WATER TEMPERATURE GAUGE
- FUEL GAUGE
- BACK-UP LIGHT
- HORN
- KEY SWITCH STOP
- DOCUMENTS CLIP



# SINDH SOLID WASTE MANAGEMENT BOARD

**SUBJECT: PURCHASE OF 07 NOS FORK LIFTERS FOR 07 (SEVEN) GARBAGE TRANSFER STATIONS IN KARACHI.**

**SINGLE STAGE - TWO ENVELOPE PROCEDURE**

**PRICE SCHEDULE**

SN	Name of Vehicle Equipment	Qty	Unit Price DDP at SSWMB Premises (In Figures / In Words)	Total Price (Bid Amount) Pak Rs. (In Figures)
1.	Purchase of 07 Nos Fork Lifters for Garbage Transfer Stations in Karachi with accessories as mentioned in the Schedule of Requirement. (The price quoted shall be DDP along with all cartridge, insurance cover etc upto SSWMB designated Site)	07 Nos.		
<b>Total</b>				

Total Bid Amount Rs \_\_\_\_\_  
(In Words)

I / We quoted the price schedule and bind ourselves to comply all terms and conditions of this contract with all the rules and regulations of SSWMB and have attached and Bid Security in shape of \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_  
(Pay Order / Demand Draft) (P.O. / D.D. No.) (P.O. / D.D. Date)

issued from \_\_\_\_\_  
(Name of Bank)

amounting to Rs. /- (Rupees -----) as Bid Security in favour of SSWMB.

The Country of Origin of Our Quoted Offer is \_\_\_\_\_.

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

**SIGNATURE OF BIDDER WITH STAMP**



## **EQUIPMENT / ACCESSORIES REQUIRED**

### **ALONG WITH EACH FORKLIFT TRUCK**

The machinery shall equip with all standard equipment's / accessories including followings:

- CYCLOPAK AIR CLEANER WITH DUST INDICATOR
- DRAWBAR PIN
- STARTER SWITCH
- LOAD BACKREST
- LONG LIFE TYRES
- OVERHEAD GUARD
- POWER BREAK
- POWER STEERING
- RADIATOR RESERVE TANK
- RETAINING ROLLERS
- CONVERTER OIL COOLER
- HEAD & TURNING SIGNAL LIGHTS
- CHARGING LIGHTS
- HOUR METERS
- ENGINE OIL PRESSURE WARNING LIGHT
- WATER TEMPERATURE GAUGE
- FUEL GAUGE
- BACK-UP LIGHT
- HORN
- KEY SWITCH STOP
- DOCUMENTS CLIP
- REAR VIEW MIRRORS
- TOOL SET
- BACK-UP BUZZER
- SUSPENSION SEAT
- TILT ADJUSTABLE HANDLE
- BACK LIGHT

### **Minimum Eligibility Criteria**

- NTN Certificate;
- Sales Tax Registration (if applicable);
- Registration with Sindh Board of Revenue (if applicable);
- Experience in Relevant Supply (Manufacturer/ Distributor);
- Proof of at least 30 years Forklift manufacturing experience of the company whose machine is offered by the bidder;
- The bidder should have 3S (Sales, Service and Spare Parts) facility in Karachi;
- The bidder should have experience in the Forklift business with demonstrated supply of at least 150 Forklifts in Pakistan during last 05 years.

### **Minimum Qualification**

- i). Having all conditions of Eligibility as mentioned above.
- ii). Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
- iii). All rates quoted including the total amount of the bid shall be in figures & words (both).
- iv). All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder.
- v). The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized person, if other than the signatory of the firm.
- vi). The minimum turn over / supply experience of similar nature (Machinery/ Equipment's only) supply in last 5 years in Government, Semi-Government, Local Government Department, Autonomous Body & worldwide either with the satisfactory completion report for completed supply or supply in hand should be equal to or more than the supply cost of this tender.
- vii). Authorization letter from Manufacturer (Only Single participation from Manufacturer is allowed).
- viii). Certificate from Manufacturer of its new & latest model.
- ix). After Sales Service facility in Karachi.
- x). Off Shelf Spare Parts availability in Open Market.

Those bids, which will meet all Eligibility & Minimum Qualification Criteria, shall be declared as “Substantial Responsive Bidder” and their bids will be allowed for its technical evaluation as per bid documents. Those bids, which will be substantially responsive & will meet the minimum technical specification, will be declared as “Responsive Bid”.

## METHOD OF PROCUREMENT USED

### Single Stage – Two Envelope Procedure (Rule 46 (2) of SPP Rule 2010)

Reproduced below for ready reference:

#### **46(2) Single Stage – Two Envelope Procedure;**

- a) bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- b) envelopes shall be marked as “FINANCIAL PROPSAL” and “TECHNICAL PROPOSAL” in bold and legible letter letters to avoid confusion;
- c) initially, only the envelopes marked “TECNICAL PROPSAL” shall be opened;
- d) envelope marked as “Financial PROPSAL” shall be retained in the custody of the procuring agency without being opened.
- e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- f) No amendments in the technical proposal shall be permitted during the technical evaluation;
- g) Financial proposals of technically qualified shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- i) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

#### **Note:**

- 1. The adjustment arrangement for late delivery at site shall be made as per GCC & SCC relevant clauses.
- 2. The early payment requirement adjustment against offered in the bidding document shall be made as per GCS & SCC relevant clauses.