

# Executive Engineer Research Division Karachi

ST/2, BLOCK- N, SAKHI HASSAN, NORTH NAZIMABAD, KARACHI

Phone No: 021-36645777

NO: TC/ G-55 /2/3/ 2017 DATED: 27/03 / 2017

## INVITATION FOR BIDS

1. The procuring Agency, Executive Engineer, Research Division Karachi invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the following works.

S.No	Description	Estimated Amount	Earnest Money 2% in Rs	Tender Fee	Time for Completion
1.	Silt clearance and repair to the low level tank and low level channel new model are at FRS Hyderabad.	949236/-	---	1000/-	6 months


The complete set of Bidding Documents/Quotation may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of bid price tender fee mentioned against each work from the date of publication of NIT to one day before the opening date.

2. All bids must be accompanied by a Bid Security / Earnest Money in shape of 2% against each work in the form of Call Deposit from any scheduled Bank duly pledged in the name of Executive Engineer, Research Division Karachi and must be delivered to this office at or before 1 PM, and the bid will be opened on 14-04-2017 on the same day@ 2.00 PM in the presence of bidder's representatives who choose to attend, at the same address.
3. Conditional and Telegraphic Tender will not be entertained.
4. The competent authority reserved the right to reject any or all tenders/ bid proposal as per provision of SPPRA rules and shall be communicated to bidder on request.

  
EXECUTIVE ENGINEER  
RESEARCH DIVISION  
KARACHI

### C.c to:-

1. The Director Information (Advertisement) Relation Sindh Directorate Block No. 96 Sindh, Karachi, for publication in three leading Newspapers English, Urdu & Sindhi (7 Copies NIT enclosed).
- ✓ 2. The Director (CB) Sindh Procurement Regularity Authority (SPPRA) Barrack No.8 Secretariat 4A Court Road Karachi.
3. The Chief Engineer, Irrigation Kotri Barrage Hyderabad, for information
4. The Director Hydrology & Research Hyderabad
5. Copy on Notice Board/ C.B/D.B/Local

  
EXECUTIVE ENGINEER  
RESEARCH DIVISION  
KARACHI

NO: 2552  
DATED: 27-3-17

**SINDH IRRIGATION DEPARTMENT**  
**BIDDING DOCUMENT**

**Procurement of works**  
Bidding document for

**SILT CLEARANCE AND REAPIR TO THE LOW LEVEL TANK AND  
LOW LEVEL CHANNEL NEW MODEL AREA AT FRS HYDERABAD**

(Post qualification)

Issued on : DR. No. \_\_\_\_\_, 2017,

NIT No : TC/G-148 /2017, dated - -2017.

Employer : Sindh Irrigation Department through Executive Engineer,  
Research Division, Karachi.

Bidding Documents issued to:

M/S \_\_\_\_\_

\_\_\_\_\_ 2017

# Letter of Price Bid

Date \_\_\_\_\_  
NO: TC/G-148/ \_\_\_\_\_ /of 2017

To Executive Engineer Research Division Karachi.

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Biding Documents, including addenda issued in accordance with instruction to Bidders (ITB) 8;

(b) We offer to execute in conformity with the Bidding Documents the following Works:

**“SILT CLEARANCE AND REAPIR TO THE LOW LEVEL TANK AND LOW LEVEL CHANNEL  
NEW MODEL AREA AT FRS HYDERABAD”**

(c) The total price of our bid excluding any discounts offered in item (d) below is PKR  
\_\_\_\_\_.

(d) The discount offered and the methodology for their application are: \_\_\_\_\_.

(e) Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the bidding documents. and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

(g) We have paid, or with pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: \*\*

Name of recipient	address	reason	amount
_____	_____	_____	_____
_____	_____	_____	_____

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute of binding contract between us. Until a formal contract is prepared and executed, and

We understand that you are bound to accept the lowest evaluated bid or any other bid that you may receive.

We agree to permit SID of its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by SID.

If awarded the contract, the person named below shall act as contractor's Representative

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_

Duly Authorized to Sign the Bid for and or Behalf of \_\_\_\_\_

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

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*\*\* If none has been paid or is to be paid, indicate "None"*

**B-Schedule FOR SILT CLEARANCE AND REPAIR TO THE LOW LEVEL TANK AND  
LOW LEVEL CHANNEL NEW MODEL AREA @ FRS HYDERABAD**

S.No.	ITEMS	Quantity		Rtae	Unit	Amount
1	Excavation in irrigation channels ,drain etc.dressed to designed section grades and profile excavated .....(P-1,i-5a).	23132	sft	2420.00	%cft	55979
2	Dressing and levelling of earth work to designed section etc complete .(P-3,i-11b).	25234		187.55	% cft	4733
3	Dismantling pacca brick work	37	cft	1285.63	% cft	476
4	pacca brick work1:4 ground floor (P-20,i-5C)	37		13227.41	% cft	4894
5	Removing cement or lime plaster (p-13,i-53)	8032		122.0	% cft	9718
6	Cement plaster 3/4" upto 20 ft height 1:4.(p-51,i-11c)	8032		3015.76	%cft	242226
7	Applying cement floating 1/32"	8032		660..0		53011
8	Cement plaster 1/2" upto 20 ft height 1:3.(p-51,i-10b)	8032		2344.59		188317
9	Cement Concrete plain including placing compacting finishinf curring finishing complete ratio 1:4:8 (p-15,i5i)	1651	cft	11288.75	%cft	186377
10	Cement Concrete plain including placing compacting finishinf curring finishing complete ratio 1:2:4 (p-15,i5f)	888	cft	14429.25	% cft	128131
						873862

EXECUTIVE ENGINEER  
RESEARCH DIVISION  
KARACHI

# Bill of Quantities

## 1. Preamble

- The Bill of Quantities shall be read in conjunction with the Condition of Contract, Specifications and Drawings.
- The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the contractor and verified by the Project Manager and valued at the rates and prices entered in the priced as the Bill of quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix in accordance with provision of the Contract.
- The rates and prices entered in the priced Bill Quantities shall, except insofar as it is otherwise provided under the Contract includes all costs of Contractor's plant, labor, supervision, materials, transportation, execution, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied to the Contract.
- Rate of item showing nil quantity may be quoted by contractor for use.
- A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities , and where no items are provided, it cost shall be deemed to be disturbed among the rates and prices entered for the related items of the works.
- General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. Reference to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
- **Carriage of Material**

Payment shall be made at the unit price quoted in the Bill unit rate shall included cartage to the specified site. (Copy attached).

Phone No.9210334.

No.S-151/W-4/Committ:/H&R/2016/1608  
Office of the Chief Engineer,  
Irrigation Kotri Barrage,  
Hyderabad, dated 02-9-2016.

READ:- Secretary to Government of Sindh, Irrigation Department  
letter No.SO(R&S)8-110/2012-13, dated 14-12-2015,  
regarding Authorization of Notify the Procurement  
Committee.

NOTIFICATION.

The Committee Comprising of the following members is constituted, as per Rules-07 of SPPRA Rules 2010, for procuring the M & R, ADP Deposit Works in Research Division Karachi of Director, Hydrology & Research in Sindh Hyderabad, for the year 2016-2017, as per Rules 2010 (amended 2013).

- |    |  |                          |
|----|--|--------------------------|
| 1. | <b>Director,</b><br>Hydrology & Research in Sindh,<br><u>Hyderabad.</u>  | <b>Chairman.</b>         |
| 2. | <b>Executive Engineer,</b><br>Provincial Building-II,<br><u>Karachi.</u> | <b>Member.</b>           |
| 3. | <b>Executive Engineer,</b><br>Research Division,<br><u>Karachi.</u>      | <b>Member/Secretary.</b> |

(AHMED JUNAID MEMON)  
CHIEF ENGINEER,  
IRRIGATION KOTRI BARRAGE,  
HYDERABAD.

C.c.to:-

1. The Secretary to Government of Sindh, Irrigation Department, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Director, Hydrology & Research in Sindh Hyderabad, with reference to his letter No.DB/DH&R/706, dated 30-08-2016.
4. The All Committee Members.



GOVERNMENT OF SINDH  
IRRIGATION DEPARTMENT

NOTIFICATION

No. SO(R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal Committee is hereby constituted in terms of Rule 31(1) of Sindh Public Procurement Rule 2010 (Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh pertaining to Kotri Barrage Region Hyderabad with the following composition:-

1.	Director General Monitoring & Evaluation Cell Irrigation Department, Government of Sindh	Chairman
2.	Chief Engineer, Gudu Barrage Region Sukkur	Member
3.	Superintending Engineer, Begari Sindh Feeder Circle, Sukkur	Member
4.	Executive Engineer (Concerned Division) Irrigation Department	Secretary
5.	District Accountant Officer Sindh (Concerned Division)	Assistant Secretary

T.O.R's of the Committee are as provided under Rule 31 of Sindh Public Procurement Rule 2010 and also perform any other function ancillary and incidental to the above.

SYED ZAHEER HYDER SHAH  
SECRETARY TO GOVT. OF SINDH

No. SO(R&S)8-110/2012-13

Karachi, dated the 9<sup>th</sup> October, 2015.

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

1. The Accountant General Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi.
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. The Chief Engineer, (All) Irrigation Development, Govt. of Sindh. Kotri, 13 ver, J.C. Hyd
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh.
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

  
SECTION OFFICER (RR&S.)  
For Secretary to Government of Sindh



## 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.

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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 Contact 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 twelve (12) 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 any thing 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.

### Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Part one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the 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.