

# SPPRA BIDDING DOCUMENTS



OFFICE OF THE  
EXECUTIVE ENGINEER  
PROVINCIAL BUILDINGS DIVISION  
LARKANO

☎# 074-9410319  
✉# 074-9410319  
xenpbdlrk@gmail.com

## STANDARD BIDDING DOCUMENTS PROCUREMENT OF WORKS

*(For Contracts Costing 2.50 to 50.00 MILLION)*

### CONSTRUCTION OF GOVERNMENT REST HOUSE GARHI KHAIRO DISTRICT JACOBABAD (CONSTRUCTION OF CATEGORY IVTH QUARTERS 04 NOS:)

**S.No: 04**

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

Name of Contractor/ firm: \_\_\_\_\_

D.R No: & Date: \_\_\_\_\_

EXECUTIVE ENGINEER  
PROVINCIAL BUILDINGS DIVISION  
LARKANA

## **Preface**

These Bidding Documents have been prepared for use by Procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section-IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.

**Table of Contents- Part One**

<b><i>PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS.....</i></b>	<b><i>2</i></b>
<b><i>TABLE OF CLAUSES.....</i></b>	<b><i>3</i></b>
<b><i>PART ONE - SECTION II. GENERAL CONDITIONS OF CONTRACT.....</i></b>	<b><i>21</i></b>
<b><i>TABLE OF CLAUSES.....</i></b>	<b><i>22</i></b>

**Part One - Section I.**  
**Instructions to Bidders**

## Table of Contents

<b>A. INTRODUCTION.....</b>	<b>4</b>
1.SOURCEOFFUNDS.....	4
2.ELIGIBLEBIDDERS.....	4
3.ELIGIBLEGOODSANDSERVICES.....	5
4.COSTOFBIDDING.....	5
<b>B. THE BIDDINGDOCUMENTS.....</b>	<b>5</b>
5.CONTENTOFBIDDINGDOCUMENTS.....	5
6.CLARIFICATIONOFBIDDINGDOCUMENTS.....	6
7.AMENDMENTOFBIDDINGDOCUMENTS.....	6
<b>C. PREPARATIONOF BIDS.....</b>	<b>6</b>
8.LANGUAGEOFBID.....	6
9.DOCUMENTSCOMPRISINGTHEBID.....	6
10.BIDFORM.....	7
11.BIDPRICES.....	7
12.BIDCURRENCIES.....	7
13.DOCUMENTSESTABLISHINGBIDDER'SELIGIBILITYANDQUALIFICATION.....	7
14.DOCUMENTSESTABLISHINGGOODS'ELIGIBILITYANDCONFORMITYTOBIDDINGDOCUMENTS.....	8
15.BIDSECURITY.....	9
16.PERIODOF VALIDITYOFBIDS .....	10
17.FORMATANDSIGNINGOFBID.....	10
<b>D. SUBMISSIONOFBIDS.....</b>	<b>11</b>
18.SEALINGANDMARKINGOFBIDS.....	11
19.DEADLINEFORSUBMISSIONOFBIDS.....	11
20.LATEBIDS.....	12
21.MODIFICATIONANDWITHDRAWALOFBIDS.....	12
<b>E. OPENING AND EVALUATION OFBIDS.....</b>	<b>12</b>
22.OPENINGOFBIDSBYTHEPROCURINGAGENCY.....	12
23.CLARIFICATIONOFBIDS.....	13
24.PRELIMINARYEXAMINATION.....	13
25.EVALUATIONANDCOMPARISONOFBIDS.....	14
26.CONTACTINGTHEPROCURINGAGENCY.....	18
<b>F. AWARDOFCONTRACT.....</b>	<b>18</b>
27.POST-QUALIFICATION.....	18
28.AWARDCRITERIA.....	18
29.PROCURINGAGENCY'SRIGHTTOVARYQUANTITIESATTIMEOFAWARD.....	19
30.PROCURINGAGENCY'SRIGHTTOACCEPTANYBIDANDTOREJECTANYORALLBIDS.....	19
31.NOTIFICATIONOFAWARD.....	19
32.SIGNINGOFCONTRACT.....	19
33.PERFORMANCESECURITY.....	19
34.CORRUPTORFRAUDULENTPRACTICES.....	20

## **Instructions to Bidders**

### **A. Introduction**

#### **1. Source of Funds**

- 1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project/schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibit a withdrawal from the allocate fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocate fund proceeds.

#### **2. Eligible Bidders**

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or in directly, 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.
- 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, 2009 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, here in after 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 A 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 disqualified 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, if applicable. 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**

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 to perform the contract if its bid is accepted.

**Eligibility and  
Qualification**

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.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract fits 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 carryout the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

14.1 Pursuant to ITB Clause 9, the Bidders 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 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 and valid for thirty (30) days beyond the validity of the bid; or
- (b) irrevocable en-cashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, 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 up on 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 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 the number of copies 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. 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 inter lineation erasures, or over writing 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 each 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: “DONOT 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 dead line 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. Modification  
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 in formality, non conformity, 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 part-and after-sales services for the equipment offered in the bid;
  - (f) the projected operation 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.

**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 fact or 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 their suction 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.

(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 else where 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 bids coring the highest number of points will be deemed to be the lowest evaluated bid.

- 26. Contacting the Procuring agency**
- 26.1 SubjecttoITBClause23,noBiddershallcontacttheProcuring 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 in formation 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 in to 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,aswellassuchotherinformationastheProcuringagencydeems necessary and appropriate.
- 27.3 An affirmative determination will be a pre requisite 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 SubjecttoITBClause30,theProcuringagencywillawardthe 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 further that the Bidder is

- determined to be qualified 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 there by 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 for feature of the bid

**34. Corrupt or Fraudulent Practices**

security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

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 there under:

(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 anything 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 non-competitive 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**

## Table of Contents

1. DEFINITIONS.....	23
2. APPLICATION.....	23
3. COUNTRY OF ORIGIN.....	24
4. STANDARDS.....	<b>Error! Bookmark not defined.</b>
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE BANK.....	24
6. PATENT RIGHTS.....	25
7. PERFORMANCE SECURITY.....	25
8. INSPECTIONS AND TESTS.....	25
9. PACKING.....	26
10. DELIVERY AND DOCUMENTS.....	26
11. INSURANCE.....	27
12. TRANSPORTATION.....	27
13. INCIDENTAL SERVICES.....	27
14. SPARE PARTS.....	27
15. WARRANTY.....	28
16. PAYMENT.....	29
17. PRICES.....	29
18. CHANGE ORDERS.....	29
19. CONTRACT AMENDMENTS.....	30
20. ASSIGNMENT.....	30
21. SUBCONTRACTS.....	30
22. DELAYS IN THE SUPPLIER'S PERFORMANCE.....	30
23. LIQUIDATED DAMAGES.....	30
24. TERMINATION FOR DEFAULT.....	31
25. FORCE MAJEURE.....	32
26. TERMINATION FOR INSOLVENCY.....	32
27. TERMINATION FOR CONVENIENCE.....	32
28. RESOLUTION OF DISPUTES.....	33
29. GOVERNING LANGUAGE.....	33
30. APPLICABLE LAW.....	33
31. NOTICES.....	33
32. TAXES AND DUTIES.....	33



## **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.

**T**

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 test the Goods to confirm their conformity to the Contract specification 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 sub contractor(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 GCCC 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 bear ranged 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 are as on able 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.
<b>19. Contract Amendments</b>	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.
<b>20. Assignment</b>	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.
<b>21. Subcontracts</b>	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 Sub contracts must comply with the provisions of GCC Clause 3.
<b>22. Delays in the Supplier's Performance</b>	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.
<b>23. Liquidated</b>	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 failure 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 Suppliers 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.

## **BIDDING DATA**

**S.No: (04)**

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- |     |  |  |
|-----|--|--|
| (a) | Name of Procuring Agency :-  | EXECUTIVE ENGINEER, PROVINCIAL BUILDINGS DIVISION LARKANA.   |
| (b) | Brief Description of works :-  | <b>Construction of Government Rest House Garhi Khairo District Jacobabad ( Construction of Category ivth Quarters 04 Nos:)</b> |
| (c) | Procuring Agency's Address   | NEAR CIRCUIT HOUSE LARKANA   |
| (d) | Estimated Cost :-  | 5.000 (M)  |
| (e) | Amount of Bid Security.<br>(Fill in lump sum amount or in % age of bid amount/estimated cost, but not exceeding 5% ) | 0.100 (M)  |
| (f) | Period of Bid validity (days)<br>(Not more than Ninety days)   | 90 Days  |
| (g) | Security Deposit (including bid Security) (In % age of bid amount/ Estimated cost equal to 10% )                     | 2%   |
| (h) | Percentage, if any, to be deducted From bills.   | 7.5% + 6% = 13.5%  |
| (i) | Deadline for submission of Bids along with time  | Date: Time: 01:00 p.m  |
| (j) | Venue, time and Date of Bid Opening  | Date: Time: 04:00 p.m<br>Office of the XEN P.B.D.Larkana<br>near Circuit House Larkana   |
| (k) | Time for completion from written order of commence.  | (36 Months)  |
| (l) | Liquidity damages<br>(0.05 of Estimated Cost or Bid cost Per day of delay, but total not exceeding 10% )             | _____  |
| (m) | Deposit Receipt No:  | _____  |
| (n) | Dr. No: & Date   | _____  |
| (o) | Rate quoted by contractor above/<br>Below schedule items & Non-Schedule items/Total Tender Cost.                     | _____  |

**EXECUTIVE ENGINEER  
PROVINCIAL BUILDINGS DIVISION  
LARKANA**

**BILL OF QUANTITY**

Sr. No.4

NAME OF WORK:- CONSTRUCTION OF GOVERNMENT REST HOUSE GARHI KHAIRO  
DISTRICT JACOBABAD, ( CONSTRUCTION OF CATEGORY IVTH  
QUARTERS 04 Nos )

S.No.	ITEM OF WORKS.	QTY:	RATE	UNIT	AMOUNT
<b><u>PART " A " MAIN BUILDING</u></b>					
1	Excavation in foundaton of building bridges and other structure l/c degbelling dressing refilling around structure with excavated earth watering and ramming lead upto 5 ft. in ordenray soil ( S.I.NO. 18( b) P-4 )	1811 Cft	3176.25 Rs.Three thousand one hundred seventy six & Ps. Twenty five only	%0 Cft	5752
2	Cement concrete or stone ballast 1-1/2" to 2' guage tatio 1;4:8 . (S.I.No.4(a)P-14)	874 Cft	9416.28 Rs.Nine thousand four hundred sixteen & Ps.Twenty eight only	% Cft	82298
3	Coursed Rubble masonary l.c hammer dressing. (S.I.No.2 P-26)	645 Cft	25321.00 Rs. Twenty five thousand three hundred twenty one	% Cft	163320
4	Filling watering ramming earth under floor with surplus earth from foundatn: lead upto one chain and lift 5' .(S.I.No.21 P-5)	1207 Cft	1512.50 Rs.One thousand five hundred twelve & Ps. Fifty only	%0 Cft	1826
5	Filling watring and ramming earth under floor with new earth excavated from out side lead upto one chain and lift upto 5 ft. (SINo:22.P-5)	797 Cft	3630.00 Re. Three thousand six hundred thirty only	%0Cft	2893
6	Vertical damp proof course of 3/4"thick cement plaster 1:2 with bitumen at (20 lbs per % Sft . ( S.I.NO. 70 P-112)	529 Sft	1041.84 Rs.One thousand forty one & Ps. Eighty four only	% Sft	5511
7	Pacca brick work g.floor in cement sand mortar 1;6 ( S.I.NO. 5 (1)(e)P- 20 ).	1871 Cft	12674.36 Rs.Twelve six hundred seventy four & Ps. Thirty six only	% Cft	237137

S.No.	ITEM OF WORKS.	QTY:	RATE	UNIT	AMOUNT
8	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curring rendering and finishing the exposed surface (including screening and washing of shingle) (a) R.C work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects. (I) Ratio (1:2:4:) 90 Lbs. cement 2 Cft sand 4 cft shingle 1/8" to No.19) 1/4" gauge. (S.I.No.6(a), P.18).	1132 Cft	337.00 Rs.Three hundred thirty seven	P.Cft.	381484
9	Fabrication of mild steel reinforcement for cement concrete l/c cutting bending, laying in position.making joints and fastenings l/c cost of binding wire ( also includes removal of rust from bars). ( S.I.NO. 8 ( a) P- 16 ).using Tor bars	52.40 Cwt	5001.70 Rs. Five thousand one & Ps. Seventy only	P.Cwt.	262089
10	Cement plaster 1:6 upto 12' ht: 1/2" thick. (S.I.No. 13(a) P-51)	5014 Sft	2206.60 Rs. Two thousand two hundred six & Ps. Sixty only	% Sft	110639
11	Cement Plaster 1:4 upto 12" height 3/8"thick (S.I.No: 11(a) P-51)	5014 Sft	2197.52 Rs. Two thousand one hundred ninety seven & fifty two only	% Sft	110184
12	P/L 1" thick cement conceret topping 1:2:4 l/c surface finishing and dividing into panels 2" thick 1:2:4 (S.I.NO. 16 P-41 )				
	( A ) 2" thick	984 Sft	3275.54 Rs.Three thousand two hundred seventy five & Ps. Fifty only	% Sft	32231
	b) 1- 1/2" thick	1521 Sft	2548.29 Rs.Two thousnad five hundred forty eight & Ps. Twenty nine	% Sft	38759
13	Two coats of bitumen laid hot using 34 lbs for %Sft over roof and blinded with sand at one Cft per %Sft.(S,I.No.13 p-34)	1521 Sft	1887.40 Rs. One thousand eight hundred eighty seven & Ps. Forty only	% Sft	28707



S.No.	ITEM OF WORKS.	QTY:	RATE	UNIT	AMOUNT
14	First Class deodar wood wrought joinery in D/W etc fixed in position in chowkats hold fasts hinges aldrop iron tower bolts chock cleats hands & cord with hooks etc Deodar paneled or paneled and glazed or fully glazed 1¾" thick.(w/o chowkats (S.I.No:7(b)P-57)	353 Sft	902.93 Rs.Nine hundred two & Ps. ninety three only	P.Sft	318734
15	S/F in position iron steel grill of approved design angle frame 3/4"x1/4" size of flate iron ic painting3 coats wt: not less than 34lbs of finished grill.(S.I.No.31 P-93)	283 Sft	194.16 Rs.One hundred ninety four & Ps. Sixteen only	P.Sft	54947
16	Cement pointing struck joints on walls ratio 1:2 (S.I.No.19(a) P-52)	782 Sft	1287.25 Rs.One thousand two hundred eighty seven & Ps. Twenty five only	% Sft	10066
17	Pointing flush on stone work in cement mortar.1:2 (S.I.No.20 P-52)	1096 Sft	1030.98 Rs. One thousand thirty & Ps. Ninety eight only	% Sft	11300
18	1st class deodar wood wrought joinery in doors and windows etc fikxed in position l.c chowkats hold fast hinges iron tower bolts chocks cleats handle and cords with hooks ( d )Galvanized wire guaze fixed to chowkats with deodar and screws. (S.I.NO. 14 d P-57)	( A) +B 153 Sft	190.72 Rs.One hundred ninety & Ps. Seventy two only	P.Sft	29180
19	White washing three coats ( S.I.NO.26 © P-60 )	984 Sft	829.95 Rs.Eight hunded twenty nine Ps. Ninety five only	% Sft	8167
20	Colour washing in two coats over one coat of white wash. ( s.i.no. P ).	5014 Sft	859.90 Rs.Eight hunded fifty nine & Ps. Ninety only	% Sft	43115

S.No.	ITEM OF WORKS.	QTY:	RATE	UNIT	AMOUNT
21	Preparing surface: Painting doors & windows any type in 3 coats.(S.I.No.4 P-76)				
		706	2116.41	% Sft	14942
		Sft	Rs. Two thousand one hundred sixteen & Ps. Forty one only		
22	Preparing/painting sashes fan light glazed or guazed.(S.I.No. 4(b) P-67)				
		195	674.60	% Sft	1315
		Sft	Rs.Six hundred seventy four & Ps. Sixty only		
23	P/F G.I frames / chowkats of size 7"x2" or 4 1/2x3" for Doors usig 20 gauge G.I sheet sand salury of ration 1:6 and l/c welded hinges and fixing at site with necessary hold fasts Filling with cementrepairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing.S.I.NO. 28 P-98 )				
		203	228.90	P.Rft	46467
		Rft	Rs. Two hundred twenty eight & Ps. Fifty only		
24	P/F G.I frames / chowkats of size 7"x2" or 4 1/2x3" for windows usig 20 gauge G.I sheet sand salury of ration 1:6 and l/c welded hinges and fixing at site with necessary hold fasts Filling with cementrepairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing.S.I.NO. 29 P-98 )				
		158	240.50	P.Rft	37999
		Rft	Rs.Two hundred forty & Ps. Fifty only		
Total Rs.					2039065

S.No.	ITEM OF WORKS.	QTY:	RATE	UNIT	AMOUNT
<b><u>PART " B " PAVED COURT YARD.</u></b>					
1	Filling watering ramming earth under floor with surplus earth from foundatn: lead upto one chain and lift 5' .(S.I.No.21 P-5)				
		1365 Cft	1512.50 Rs.One thousand five hundred twelve & Ps. Fifty only	%0 Cft	2065
2	Cement concrete or stone ballast 1-1/2" to 2' guage tatio 1;4:8 . (S.I.No.4(a)P-17)				
		257 Cft	9416.28 Rs.Nine thousand four hundred sixteen & Ps.Twenty eight only	% Cft	24200
3	Providing and laying cement concrete topping 1:2:4 ic surface finishing and dividing into pannels 2" thick.(S.I.No.16 P-73)				
		781 Sft	4411.82 Rs.Four thousand four hundred eleven & Ps. Eighty two only	% Sft	34456
Total Rs.					<hr/> 60721 <hr/>

S.No.	ITEM OF WORKS.	QTY:	RATE	UNIT	AMOUNT
<b><u>PART " C" court yard wall.</u></b>					
1	Excavation in foundaton of building bridges and other structure l/c degbelling dressing refilling around structure with excavated earth watering and ramming lead upto 5 ft. in ordenray soil ( S.I.NO. 18( b) P-4 )	409 Cft	3176.25 Rs.Three thousand one hundred seventy six & Ps. Twenty five only	%0 Cft	1299
2	Cement concrete or stone ballast 1-1/2" to 2' guage tatio 1;4:8 . (S.I.No.4(b)P-14)	82 Cft	9416.28 Rs.Nine thousand four hundred sixteen & Ps.Twenty eight only	% Cft	7721
3	Coursed Rubble masonary l.c hammer dressing. (S.I.No.2(l) P-26)	412 Cft	25321.00 Rs. Twenty five thousand three hundred twenty one only	% Cft	104323
4	Damp proof course with (cement sand and shingle concrete 1:2:4) ic 3' thick. (S.I.No.28© P-18)	86 Sft	4982.18 Rs, Four thousand nine hundred eighty two & Ps. Eighteen	% Sft	4285
5	Pucca brick work in other than buildings ratio 1:6 cement sand mortor. ( S.I.NO. 7 P-26)	285 Cft	12346.65 Rs.Twelve thousand three hundred forty six & sixty five only	% Cft	35188
6	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curring rendering and finishing the exposed surface (including screening and washing of shingle) (a) R.C work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects. (l) Ratio (1:2:4:) 90 Lbs. cement 2 Cft sand 4 cft shingle 1/8" to No.19) 1/4" gauge. (S.I.No.6(a), P.18).	5 Cft	337.00 Rs.Three hundred thirty seven	P.Cft.	1685
7	Fabrication of mild steel reinforcement for cement concrete l/c cutting bending, laying in position.making joints and fastenings l/c cost of binding wire ( also includes removal of rust from bars). ( S.I.NO. 7 ( a) P- 19 ).	0.42 Cwt	5001.70 Rs.Five thousand one & Ps. Seventy only	P.Cwt.	2101

S.No.	ITEM OF WORKS.	QTY:	RATE	UNIT	AMOUNT
8	Cement plaster 1:6 upto 12' ht: 1/2" thick. (S.I.No. 13(a) P-51)				
		1259 Sft	2206.60 Rs. Two thousand two hundred six & Ps. Sixty only	% Sft	27781
9	Cement Plaster 1:4 upto 12" height 3/8"thick (S.I.No: 11(a) P-51)				
		1259 Sft	2197.52 Rs. Two thousand one hundred ninety seven & fifty two only	% Sft	27667
10	Colour washing in two coats over one coat of white wash. ( s.i.no. 25 P - 53 ).				
		1259 Sft	859.90 Rs.Eight hundred fifty nine & Ps. Ninety only	% Sft	10826
11	First Class deodar wood wrought joinery in D/W etc fixed in position in chowkats hold fasts hinges aldrop iron tower bolts chock cleats hands & cord with hooks etc Deodar paneled or paneled and glazed or fully glazed 1¾" thick.(w/o chowkats (S.I.No:7(b)P-57)				
		46 Sft	902.93 Rs.Nine hundred two & Ps. ninety three only	P.Sft	41535
12	Preparing surface: Painting doors & windows any type in 3 coats.(S.I.No.4 P-76)				
		92 Sft	2116.41 Rs. Two thousand one hundred sixteen & Ps. Forty one only	% Sft	1947
13	P/F G.I frames / chowkats of size 7"x2" or 4 1/2x3" for Doors usig 20 gauge G.I sheet sand salury of ration 1:6 and l/c welded hinges and fixing at site with necessary hold fasts Filling with cementrepairing the jambs. The cost also i/c all carriage tools and plants used in making and fixing.S.I.NO. 28 P-98 )				
		35 Rft	228.90 Rs. Two hundred twenty eight & Ps. Fifty only	P.Rft	8012
	Total Rs.				274369

## ABSTRACT SHEET

S#	Sub-Works	Schedule Amount	N/S Amount	G.Total
1				
2				
3				
4				
5				
	G.TOTAL			

\_\_\_\_\_ % above / below / AT PAR / Non-Schedule Items

\_\_\_\_\_ % above / below / AT PAR / Non-Schedule Items

\_\_\_\_\_ % above / below / AT PAR / Non-Schedule Items

\_\_\_\_\_ % above / below / AT PAR / Non-Schedule Items

\_\_\_\_\_ % above / below / AT PAR / Non-Schedule Items

**CONTRACTOR**

**EXECUTIVE ENGINEER  
PROVINCIAL BUILDINGS DIVISION  
LARKANA**