Program Management Unit (PMU)
Municipal Services Delivery Program (MSDP)
P&D Department, Government of Sindh

Jacobabad Municipal Services Program

CONTRACT PACKAGE EM-14

Procurement of Solid Waste Management Machinery/Vehicles

BIDDING DOCUMENTS

INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS AND BIDDING DATA
FORM OF BID AND APPENDICES TO BID
SCHEDULES TO BID (INCLUDING BOQ)
CONDITIONS OF CONTRACT
STANDARD FORMS
TECHNICAL SPECIFICATIONS

October 2017

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In association with: Techno-Consult International (Pvt) Ltd. WATER DIVISION

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: 23rd October,2017

Grant No: _____

Bid Reference No: Contract Procurement of Equipment & Machinery for Improvement of Solid Waste Management System in Jacobabad-Package EM-14.

1. The **Program Management Unit (PMU), Sindh MSDP; P&D Department, Government of Sindh (the "Purchaser")** has received a grant from the **USAID** towards the cost of improvement of water supply, waste water & solid waste infrastructure at Jacobabad and it is intended that part of the proceeds of the grant will be applied to eligible payments under the contract for the **Package EM-14 Procurement of Solid Waste Management Machinery/Vehicles** at Jacobabad.

2. The Purchaser invites sealed bids on item rate basis from Eligible Firms/Manufacturers licensed by the Pakistan Engineering Council (PEC) in the category C-4 or above for the works, necessarily having specialization in ME-05 & ME-06.

3. The estimated cost of the works is **Rs. 180.Million** (approximately).

4. Bidders may purchase the Bidding Documents on payment of a non-refundable fee of **Rs. 3000/-** in shape of Call Deposit/Payee's Order/Demand Draft from the following office during working hours up to **Monday the 20th November 2017**:

   The Program Management Unit (PMU)
   USAID Sindh, Municipal Services Delivery Program
   House No. D-18, Block-2, Kehkashan, Clifton
   Karachi. Tel # 021-35810017-18

   Please note that the Bidding Documents will not be sent through post/courier. Bidding Documents can be downloaded from website of SPPRA www.pprasindh.gov.pk for review purpose only.

5. All bids must be accompanied by a bid security for a minimum amount of **2% of Bid Price** in Pak Rupees, either in the shape of Call Deposit, Demand Draft/Pay Order or Bank Guarantee and must be delivered to the above address at or before **11:00 AM, on Tuesday the 21st November,2017.**

6. Bids will be opened at **12:00 Noon** on the same day, in presence of the bidders or their authorized representatives who choose to attend at the same address. In case of emergency or holiday, then bids will be received and opened on next working day at the same time.

7. Pre-bid meeting will be held on **Monday 13th November2017** in the PMU office at **11:30 AM**.

8. National Competitive Bidding Method (NCB) with **Single Stage One Envelope Procedure (Post Qualification)** will be adopted. The Post-Qualification requirements are mentioned in Annexures-I and II to Bidding Data.

9. Procuring agency reserves the right to annul the bidding process and reject all bids or proposals, as per SPP Rules 2010.

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

1.1 The Purchaser as defined in the Bidding Data hereinafter called "the Purchaser" wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Goods".

1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Bidding Documents.

1.3 All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per Appendix-A to Bid.

1.4 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants.

1.5 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

1.6 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

1.7 The bidding is open to National Competitive Bidding as indicated in the Bidding Data.

IB.2 Source of Funds

2.1 The Purchaser has applied for grant from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this grant will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:

a. A Bidder having the nationality of an eligible country in accordance with Appendix A to Bid.

b. Duly prequalified / enlisted with the Purchaser.

IB.4 One Bid per Bidder

4.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.20) will be disqualified.

IB.5 Cost of Bidding

5.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

6.1 The Bidders are advised to visit and inspect the Location of Delivery and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Supply of Goods. All cost in this respect shall be at the bidder's own expense.

6.2 The Bidders and any of their personnel or agents will be granted permission by the Purchaser to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Purchaser, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders
2. Bidding Data
3. Form of Bid and Appendices to Bid
4. Schedules to Bid

(i) Schedule A: Price Schedule for Goods to be offered from within the Purchaser's country

(ii) Schedule B: Price Schedule for Goods to be offered from outside the Purchaser's country

(iii) Schedule C: Manufacturer's Authorization

(iv) Schedule D: List of Goods

(v) Schedule E: Delivery and Completion Schedule

(vi) Schedule F: Inspection and Tests to be carried out

5. General Conditions of Contract (GCC), Part-I
6. Particular Conditions of Contract (PCC), Part-II
7. Standard Forms
   (i) Form of Bid Security
   (ii) Form of Performance Security
   (iii) Form of Contract Agreement
   (iv) Form of Advance Payment Security
8. Technical Specifications
9. Drawings

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.30, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address indicated in the invitation for Bids. The Purchaser will respond to any request for clarification which he receives earlier than the time, stated in the Bidding Data, prior to the deadline for submission of bids. Copies of the Purchaser's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Purchaser.

9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may extend the deadline for submission of bids in accordance with Clause IB.24

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid as well as all correspondence and documents related to the bid exchanged by a bidder and the Purchaser shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

11.1 Each Bidder shall:

(a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder;

(b) Provide the information indicated and listed in the Bidding Data to meet the minimum criteria set out in the:

(i) Evidence of access to financial resources along with average annual turnover;

(ii) Financial predictions for the current year and the two following years including the effect of known commitments;

(iii) Supply commitments;

(iv) Current litigation information; and

(v) Availability of critical equipment.

and

(c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-C to Bid	Method of Assuring Quality of Goods
Appendix-D to Bid	List of Quality Control/Laboratory Equipment
Appendix-E to Bid	List of Manufacturers / Subcontractors

and other pertinent information such as mobilization programme (under Appendix C to Bid) etc;

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

(a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;

(b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

(c) the partner-in-charge shall always be duly authorized to deal with the Purchaser regarding all matters related with and/or incidental to the supply of Goods as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

(d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and

(e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Purchaser.

11.3 Bidders shall also submit proposals of supply and transportation methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

12.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods, according to their origin as appropriate, using the forms furnished in Appendices to Bid along with Manufacturer's Authorization (on the format provided) in case the Bidder is not himself the manufacturer.

12.3 Unless stated otherwise in the Bidding Documents (in Lots under Schedule D to Bid), the Contract shall be for the whole of the Goods as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.

12.4 The Bidders shall fill in rates and prices for all items of the Goods described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.

12.5 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per Clause 17 of the General Conditions of Contract.

12.6 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 15 of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae if required under Sub-Clause 15.2 of General Conditions of Contract, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak rupees. A Bidder expecting to incur expenditures in other currencies for Goods supplied from outside the Purchaser's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the Bidder's option, entirely in Pak rupees provided always that a Bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

13.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB 4, Bidders shall:

(a) Provide the eligibility documents as per ITB Clause 3; and

(b) If the Bidder is an existing or intended JV in accordance with ITB 4.1 and 11.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

IB.15 Documents Establishing the Eligibility of the Goods

15.1 To establish the eligibility of the Goods in accordance with ITB Clause 1-3, Bidders shall complete the country of origin declarations in the Price Schedule Forms, & Appendices to Bid.

IB.16 Documents Establishing the Conformity of the Goods to the Bidding Document

16.1 To establish the conformity of the Goods to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and be supplied conform to the specified requirements.

16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods.

16.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Delivery and Completion Schedule , are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

IB.17 Documents Establishing the Qualification of the Bidder

17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.

17.2 If so required in the Bidding Data, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the appended form to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

17.3 If so required in the Bidding Data, a Bidder that does not conduct business within the Purchaser's Country shall submit evidence that it will be represented by an

Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

IB.18 Bid Validity

18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.27.

18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.19 in all respects.

IB.19 Bid Security

19.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

19.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favor of the Purchaser valid for a period 28 days beyond the Bid Validity date.

19.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.

19.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

19.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.

19.6 The Bid Security may be forfeited:

(a) if the Bidder withdraws his bid except as provided in Sub-Clause 26.1;

(b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 31.2 hereof; or

(c) In the case of successful Bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security; or
(ii) sign the Contract Agreement.

IB.20 Alternate Proposals by Bidder

20.1 Should any Bidder consider that he can offer any advantages to the Purchaser by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed manufacturing methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

20.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Purchaser as the basis for the award of Contract to such Bidder.

IB.21 Pre-Bid Meeting

21.1 The Purchaser may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

21.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Purchaser not later than seven (7) days before the proposed pre-bid meeting.

21.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

21.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.22 Format and Signing of Bid

22.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

22.2 All Appendices and Schedules to Bid are to be properly completed and signed.

22.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

22.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

22.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

22.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Purchaser, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

22.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

22.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.23 Sealing and Marking of Bids

23.1 Each Bidder shall submit his bid as under:

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed/identified as given in Sub- Clause 23.2

hereof.

23.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding Data; and

(c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

23.3 In addition to the identification required in Sub- Clause 23.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.25

23.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

IB.24 Deadline for Submission of Bids

24.1 (a) Bids must be received by the Purchaser at the address specified no later than the time and date stipulated in the Bidding Data.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

24.2 The Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.25 Late Bids

25.1 (a) Any bid received by the Purchaser after the deadline for submission of bids prescribed in Clause IB.24 will be returned unopened to such bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.26 Modification, Substitution and Withdrawal of Bids

26.1 Any Bidder may modify**,** substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Purchaser prior to the deadline for submission of bids.

26.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.23 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

26.3 No bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 26.1 and 31.2.

26.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.19.

E. BID OPENING AND EVALUATION

IB.27 Bid Opening

27.1 The Purchaser will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.26, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.

27.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.26 shall not be opened.

27.3 The Bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications**,** substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.

27.4 Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 27.3.

IB.28 Process to be Confidential

28.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder to influence the Purchaser's processing of bids or award decisions may result in the rejection of such Bidder's bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.29 Clarification of Bids

29.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Clause IB.32.

IB.30 Examination of Bids and Determination of Responsiveness

30.1 Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

30.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

30.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.31 Correction of Errors

31.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

31.2 The amount stated in the Form of Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 19.6(b) hereof.

IB.32 Evaluation and Comparison of Bids

32.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.30.

32.2 In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause IB.31;
(b) excluding Provisional Sums and the provision, if any, for contingencies; and
(c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria.

32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

32.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Purchaser may require that the amount of

the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful bidder under the Contract.

IB.33 Post Qualification of the Bidder

33.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.34 Award

34.1 Subject to Clauses IB.35 and IB.39, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price**,** provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 33.2.

34.2 The Purchaser, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

IB.35 Purchaser's Right to accept any Bid and to reject any or all Bids

35.1 Notwithstanding Clause IB.34, the Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall

upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.

35.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in Delivery and Completion Schedules, provided this does not exceed the percentages indicated in the Bidding Data, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.36 Notification of Award

36.1 Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Contractor in consideration of the delivery of Goods by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

36.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.

36.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Purchaser and the Bidder till signing of the formal Contract Agreement.

36.3 Upon furnishing by the successful Bidder of a Performance Security, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.37 Performance Security

37.1 The successful Bidder shall furnish to the Purchaser a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

37.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.37.1 or Clauses IB.38 or IB.40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.38 Signing of Contract Agreement

38.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Purchaser will send the successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

38.2 The formal Agreement between the Purchaser and the successful Bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful Bidder from the Purchaser.

IB.39 General Performance of the Bidders

The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, interlaid, reject his bid and proceed in accordance with Rule 19 of the Public Procurement Rules 2004 to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.

IB.40 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Provincial/Federal Government procurement contracts exceeding Rupees Ten (10) Million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.41 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.42 Margin of Preference

Unless otherwise specified in the Bidding Data, no margin of preference shall apply.
[Domestic Preference shall be applicable in case of International Competitive Bidding as per policy of the government, in accordance with the procedure given in the Bidding Data.]

BIDDING DATA
ANNEXURES & PERFORMAS TO BIDDING DATA

BIDDING DATA

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

Reference to Instructions to Bidders	Bidding Data
IB-1 1.1	**Scope of Bid** <u>Name and Address of the Purchaser:</u> The Program Management Unit (PMU) USAID-Sindh MSDP D-18, Block-2,Kehkashan, Clifton, Karachi <u>Summary of Engineering Goods to be procured:</u> Procurement of Machinery/Vehicles for solid waste management in Jacobabad under Municipal Services Delivery Program (MSDP) for the Improvement of Jacobabad Water, Wastewater and Solid Waste Infrastructure.
1.2	<u>Project Duration:</u> 240 Days.
1.7	The bidding is National Competitive Bidding as per policy of the GoS.
IB-2 2.1	**Source of Funds** The procurement of solid waste equipment and machinery in Jacobabad City will be the responsibility of the Program Management Unit (PMU) which has been established by Government of Sindh (GoS) whereas the USAID is providing the required funding to the Government of Pakistan for these services. Through the use of Fixed Amount Reimbursement Agreements (FARA), USAID will reimburse the Government of Sindh for the cost of these projects. The part of the funds will be used towards the cost of this project and to cover eligible payments under the Contract.
IB-3 3.1	**Eligible Bidders** *Delete the text of sub-clause 3.1 in its entirety and substitute with the following:* This invitation for Bids is open to all eligible bidders as specified in Notice Inviting Tender (NIT).
IB-7 7.1	**Contents of Bidding Documents** *Delete the text of sub-clause 7.1 and substitute with the following:*

	The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9. 1. Instructions to Bidders 2. Bidding Data 3. Form of Bid and Appendices to Bid 4. Schedules to Bid (including BOQ) 5. General Conditions of Contract (GCC), Part-I 6. Particular Conditions of Contract (PCC), Part-II 7. Standard Forms (i) Form of Bid Security (ii) Form of Performance Security (iii) Form of Contract Agreement (iv) Form of Advance Payment Security 8. Technical Specifications
IB-8 8.1	**Clarification of Bidding Documents** Time limit to seek clarification by the prospective bidder is Seven (7) days prior to the deadline for submission of Bid.
IB-10 10.1	**Language of Bid** The language of Bid is English.
IB-11 11.1 (b)	**Documents Comprising the Bid** <u>Prequalification Information to be updated:</u> *Delete the text of sub-clause 11.1(b) in its entirety.*
11.1 (c)	<u>Furnish Technical Proposal:</u> The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid meeting requirements for timely delivery of Goods i.e. supply of Goods.
IB-11.2	<u>Bids Submitted by a Joint Venture</u> *Add the following at the end of this sub clause:* All the partners in joint venture should be licensed by the PEC in the category C-4 or above. Available Credit line limit shall be measure cumulative of all the partners of joint venture However, leading partner shall meet 100 % of the limit stated in Annexure - II to bidding Data and others partner shall meet not less than 60 % of the limit stated in Annexure-II to bidding Data. Average annual turnover from all the partners of joint venture must collectively satisfy the limit stated in Annexure II- Bidding data. However, leading partner shall meet 100 % of the limit stated in Annexure - II to bidding Data and others partner shall meet not less than 60 % of the limit stated in Annexure-II to bidding Data.

IB-12 12.2 12.3 12.5 12.6 12.7	**Bid Prices** *Delete the text of sub-clause 12.2 and substitute with the following:* The Bidder shall submit the Price Schedule for Goods/BOQ, along with Manufacturer's Authorization (on the format provided in Annexure-III to Bidding Data) in case the Bidder is not himself the manufacturer. *Delete the text of sub-clause 12.3 and substitute with the following:* The Contract shall be for the whole of the Goods as described in Sub-Clause 1.1, based on the unit rates and/or prices submitted by the bidder. *Replace the 2nd Para of Sub Clause 12.5 with the following:* Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per Clause 17 of the General Conditions of Contract and read in conjunction with Clause 31 of the General Conditions of Contract. *Delete the text of sub-clause 12.6 and substitute with the following:* "This is a Fixed Price Contract and Price adjustment is not applicable". Add the following sub Clause 12.7 The rates and price submitted by the bidder shall be exclusive of Sales Tax. The Contractor will be responsible for obtaining exemption of sales tax from EAD, however the client will assist the contractor for the same. For the Project funded by USAID under Pakistan Enhanced Partnership Agreement (PEPA), Federal Board of Revenue has already concurrence to PEPA allowing exemption of duty/taxes for project requirements subject to procedural formalities.
IB-13 13.1	**Currencies of Bid and Payment** *Delete the text of sub-clause 13.1 and substitute with the following:* The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees. A Bidder expecting to incur expenditures in other currencies for performing his obligations under the Contract shall bear all costs and risks for arranging the requirements of such currencies through his own resources.
13.2	*Delete the text of sub-clause 13.2.*
IB-15 15.1	**Documents Establishing the Eligibility of the Goods** *Delete the text of sub-clause 15.1 and substitute with the following:*

	To establish the eligibility of the Goods in accordance with ITB Clause 1.3, Bidders shall establish to the Purchaser's satisfaction that they will have their origin in an eligible source Country as per Appendix-A to Bid.
IB-16 16.3	**Documents Establishing the Conformity of the Goods to the Bidding Document** *Delete the text of sub-clause 16.3 and substitute with the following:* The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Technical Specifications.
IB-17	**Documents Establishing the Qualification of the Bidder** Bidders shall furnish documentary evidence of qualification on the Form "Evidence of Bidder's Capability" as per Annexure-I to Bidding Data and "Financial Competence Evaluation" as per Annexure-II to Bidding Data.
IB-18 18.1	**Bid Validity** Period of Bid Validity is 90 days after the date of Bid opening.
IB-19 19.1	**Bid Security** The amount of Bid Security shall be 2% of the Bid Price. The Bid security should be submitted in a separate envelope. Name of Contract Package and name of the Bidder should be clearly typed on the envelope.
19.2	*Delete the text of sub-clause 19.2 and substitute with the following:* The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Purchaser valid for a period 28 days beyond the Bid Validity date.
IB-20 20.1 & 20.2	**Alternate Proposal by Bidder** *Delete the text of sub-clauses 20.1 and 20.2 and substitute with the following:* Alternate proposals by Bidders are not invited. Bidders will only quote for the tender design. However, Value Engineering from the successful Bidder may be evaluated.
IB-21 21.1	**Pre-Bid Meeting** <u>Venue, time, and date of the pre-Bid meeting:</u> Venue: The Program Management Unit (PMU) USAID Sindh, MSDP

	D-18,Block-2, Kehkashan, Clifton Karachi Time: As notified in the "Invitation for Bid/NIT". Date: As notified in the "Invitation for Bid/NIT".
IB-22 22.4	**Format and Signing of Bid** <u>Number of copies of the Bid to be completed and returned:</u> One Original + Two Copies of Bidding Documents.
22.5	<u>Signing of Bid:</u> *Delete the last sentence of this para from "All pages…….. the Bid" and substitute with the following:* All pages of the Bid including appendices, addenda, corrigenda, clarifications, and supplementary information as issued shall be initialed and stamped by the authorized person(s) signing the bid.
22.6	<u>Correction of Bids:</u> *Add the following at the end of this sub clause:* Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid, correction tape for making corrections is not permitted. Non-compliance of these instructions may be construed as sufficient ground to render the Bid non-responsive.
22.7	<u>Preparation of Bid:</u> *Add the following at the end of sub-clause 22.7:* Bids shall be prepared and submitted on the "Form of the Bid" All blank spaces must be filled in and completed. Form must be without interlineations or alterations of the original wording. Bids with incomplete and/or unsigned Form of Bid may be rejected /considered Non Responsive. The Bidder shall stamp and sign each page of Bid Documents for the purpose of identification and acknowledgement of acceptance thereof. The Bids must conform in all respects to the Bidding Documents.
IB-23 23.2 (a)	**Sealing and Marking of Bids** <u>Purchaser's address for the purpose of Bid submission:</u> The Program Management Unit (PMU) USAID-Sindh MSDP D-18,Block-2,Kehkashan, Clifton Karachi
23.2(b)	<u>Name and Number of the Contract:</u>

	Contract Package EM-14: Procurement of Machinery/Vehicles for solid waste management in Jacobabad under Municipal Services Delivery Program (MSDP) for the Improvement of Jacobabad Water, Wastewater and Solid Waste Infrastructure.
IB-24 24.1 (a)	**Deadline for submission of bids** As notified in the "Invitation for Bid/NIT".
IB-27 27.1	**Bid Opening** <u>Venue, time, and date of Bid Opening:</u> Venue: The Program Management Unit (PMU) USAID-Sindh MSDP D-18,Block-2,Kehkashan, Clifton Karachi Time: As notified in the "Invitation for Bid". Date: As notified in the "Invitation for Bid".
IB-33 33.2	**Post Qualification of the Bidder** *Delete the text of sub-clause 33.2 and substitute with the following:* The determination will take into account the Bidder's financial, technical and production capabilities of the manufacturer. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted under Annexure-I to Bidding Data "Evidence of Bidder's Capability" by the Bidder, along with Evaluation of Financial Competence of the Bidder as per Annexure-II to Bidding Data.
IB-35 35.2	**Purchaser's Right to Accept any Bid and to Reject any or all Bids** *Delete the text of sub-clause 35.2 and substitute with the following:* At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in BOQ without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. Percentage increase or decrease shall not exceed 15%.
IB-37 37.1	**Performance Security** The successful bidder shall furnish to the Purchaser a Performance Security. The said Security shall be furnished by the Bidder within Fourteen (14) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to Ten Percent (10%) of the Contract Price in Pak Rupees, in the form of an unconditional Bank Guarantee from any Scheduled Bank of Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank of

	Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Bidder. The performance security shall remain valid up to twenty eight (28) days beyond the expiry of Warranty Period.
IB-38 38.3	**Signing of Contract Agreement** *Add the following sub-clause 38.3.* The Successful Bidder shall supply to the Engineer Six (06) copies of the signed Contract Agreement.
	Add the following Clauses:
IB-43	**Stamp Duty** Stamp duty at the rate enforced at the time signing of Contract Agreement shall be paid by successful bidder. The bidder shall bear all costs associated with the payment of stamp duty.
IB-44	**Arbitration** Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of the Purchaser.

Annexure-I to
Bidding Data

EVIDENCE OF BIDDER'S CAPABILITY

[Note: Bidders to provide the following information with the Bid separately and indicate herein its references where this information is available.]

Sr. No.	Information to be Supplied	Bid References
1.	Name of Bidder, business address and country of incorporation.	
2.	Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	Firms/Contractors licensed by the Pakistan Engineering Council (PEC) in the category C4 or above having specialization in ME-05 and ME-06 and registered with relevant tax authorities.	
4.	Audited Balance Sheets and Profit & Loss Statements for the last Two (2) years.	
5.	Letter of available credit line through bank for minimum **Rs.20 Million** on the format given in **Performa P-1.**	
6.	Details of Commitments under execution along with the value of outstanding works on the format given in **Performa P-2.** (For each partner, in case of a joint venture).	
7.	Names, qualifications and experience of the key technical personnel along with Resumes and PEC Certificate. Refer **Performa P-3.**	

8. Details of project each for **Procurement of Solid Waste Management Machinery** with cost, under taken over the past 10 years along with Completion Certificate.(for each partner, in case of a joint venture).

9. Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the Bidder may be made, with authority to make inquiries from the Bidder's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).

10. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).Undertaking of No-Backlisting for any government, Non-Government Autonomous, Semi-Autonomous, Authority or Private Entity.

11. Documents establishing Goods eligibility and conformity to the Bidding Documents as per ITB **Clauses IB.15** and **IB.16** and particularly complying with **Contract Specifications**.

12. Details of projects of similar nature .(at least two projects of Rs.150 Million mandatory.

13. Location and address of manufacturing facilities.

14. Full description of manufacturing facilities and the annual manufacturing capacities of various items made therein.

15. Details of In-house assembly/repair workshop/ facility, along with quality control Protocol.

16. Details of the factory or factories where the offered good is proposed to be originated /manufactured. This description should include the facilities and capacities of the particular factories along with testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased and the names and experience record of the suppliers.

17. Detailed description of the quality control testing and research facilities. If the good is manufactured under license, the name of the licenser and details of the licensing arrangements, such as the duration of the license, the facilities provided to the bidder by the licenser and whether future improvements are available or not etc. A copy of the license agreement may be attached.

18. The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.

Similar nature means(Fabrication of moveable/fixed super structure on automobiles/chassis involving hydraulic equipment.

19. The time since the particular good (as specified) offered has been manufactured and the time for which it has been in service. The manufacturer shall have the following experience. Otherwise their bid will be declared non-

responsive.

i. At least 15 years of manufacturing of particular equipment.

ii. List of projects where the similar equipment under hot climatic conditions have been supplied and performing satisfactorily since last 10 years.

20. Other requirements as per ITB Clause IB.15 and IB.16.

21. Provision of after sales service facility in Jacobabad or nearby city for onsite repair & maintenance of vehicle and equipment.

22. After sales satisfactory services certificate from at least 2 previous clients.

Annexure-II to
Bidding Data

FINANCIAL COMPETENCE EVALUATION CRITERIA

The financial position of the bidder shall be evaluated as per following details:

1. **Credit line**

Minimum currently available credit line of Rs.20 Million for the proposed project (as per the Letter of available credit line through Bank).

2. **Financial Bidding Capacity**

Minimum Financial Bid Capacity of Rs.100 Million which can be calculated from Auditor's Balance Sheet for the last two years and details of current commitments along with the valve of outstanding works as follows:

- 1.5xNet worth (Net worth =Total Assets minus Total liabilities)
- 10 x working capital (working Capital=Current Assets minus current liabilities)
- Take lower of 1&2
- Value of remaining works (Current Commitments)
- Bid Capacity 3 minus 4

3. **Financial Bidding Capacity**

Minimum Average Annual Turnover of Rs. 150 Million for the last two years (to be calculated from auditor's Profit & Loss Statements)

Performa P-1

LETTER OF AVAILABLE CREDIT LINE THROUGH BANK

Reference No. ----------
Date: ----------

ON THE LETTER HEAD OF THE BANK

TO WHOM IT MAY CONCERN

This is to certify that M/s. (**Name, Address of the Company**)are maintaining their Account No. ---------- with us satisfactorily.

This is also certified that the above referred company have an approved current credit line facility of Rs. ---------- (Rs. In Words ----------) on the basis of their Financial Strength, Market Reputation and Securities with us. We are confident that they are financially capable to complete any mega project in Pakistan.

This Certificate is being issued at the request of M/s. (**Name of Company**).

Authorized Signature **Authorized Signature**

Performa P-2

CURRENT CONTRACT COMMITMENTS

(Applicants and each partner to an application should provide information on their curre*nt commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.)*

Name of Contract	**Contract Price as on ----------**	**Value of Outstanding / Remaining Work (Equivalent Pak Rs. Millions)**	**Estimated Completion Date**
1.			
2.			
3.			
4.			
5.			
6.			

Performa P-3

DETAILS OF REQUIRED KEY TECHNICAL PERSONNEL

Sr. No.	Position	Minimum Qualifications	Minimum Experience (Years)
1.	Project Manager (Mechanical)	Graduate Professional Engineer	15 (03 years as Team Leader/PM)
2.	Senior Engineer (Mechanical)	Graduate Engineer (for Workshop/Assembly Line)	10 (05 years relevant experience)
3.	Senior Engineer	Graduate Engineer (for Quality Control)	10 (05 years relevant experience)

Note:

The Bidder must submit the CVs of the above staff along with their PEC Registration Certificates (where applicable).

FORM OF BID
AND
APPENDICES TO BID

FORM OF BID

Date: _____
Bid Reference No. _____
(Name of Contract)

To:

_____
_____
_____

Gentleman,

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery and Completion Schedule, the following Goods _____

_____;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
_____;

(d) The discounts 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 Document, 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 the amount of _____percent of the Contract Price for the due performance of the Contract;

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____;

(h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser;

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

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

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(m) We agree to permit the Purchaser or 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 the Bank.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

Appendix – A TO BID

NAME OF ELIGIBLE COUNTRIES

All countries of the World with whom Islamic Republic of Pakistan has commercial relations.

Appendix-B To Bid

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various Goods.

2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

Unit of Currency	**Equivalent in Pak. Rupees**
Australian Dollar	----------
Euro	----------
Japanese Yen	----------
U.K. Pound	----------
U.S. Dollars	----------
----------	----------
----------	----------

NOT APPLICABLE

Appendix-C to Bid

METHOD OF ASSURING QUALITY OF GOODS

The Bidder is required to submit a narrative outlining the method of assuring quality of Goods. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in quality assurance.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The procedures for transportation of Goods to delivery site.
4. Country of origins of all Goods offered under the contract.

Appendix-D to Bid

Sheet 1 of 2

LIST OF QUALITY CONTROL/LABORATORY EQUIPMENTS

[The Bidder will provide on Sheet 2 of this Appendix a list of all equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the quality control tests. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

Appendix-D to Bid

Sheet 2 of 2

LIST OF QUALITY CONTROL/LABORATORY EQUIPMENTS

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Purpose of Utilization	Condition	Present Location or Source	Date of Availability	Period of Utilization
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

Appendix-E to Bid

LIST OF MANUFACTURERS / SUBCONTRACTORS

I/We intend to supply Goods form the following manufactures or engage the following subcontractors for supply of Goods. In my/our opinion, the manufacturers/ subcontractors named hereunder are reliable and competent to supply of Goods for which each is listed.

Enclosed are documentation outlining experience of manufacturers/subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, Goods to be supplied or transportation to be done, size, location and type of contracts performed in the past.

Description of Goods (Give Details)	**Manufacturers/Subcontractors (With Complete Address)**
1	**2**

Note: In case, the Bidder is itself either manufacturer or transporter or both, the above table should be filled and requisite documentation be submitted accordingly.

Appendix-F to Bid

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

[The Bidder shall provide organization charts for: (a) procurement of Goods from its source, (b) transportation of Goods from source to delivery point, and (c) the staff to deal with the contractual and other related matters with the Purchaser]

Appendix-G to Bid

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIER of GOODS FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No._____ Dated _____
Contract Value: *[To be filled in at the time of signing of Contract]*
Contract Title: _____

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

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

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

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

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

Name of Purchaser: …….	Name of Seller/Supplier: …….
Signature: ……..	Signature: ……..
[Seal]	**[Seal]**

SCHEDULES TO BID

Schedule-A

PRICE SCHEDULE FOR GOODS/BOQ

Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract and Specifications.

2. 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 goods supplied and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Purchaser may fix as per the Contract (in case of item not mentioned in Bill of Quantities).

3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of Supplier's plant, labour, supervision, materials, execution, insurance, and other unseen expenses profit together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore other levies payable by the Supplier under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total bid price submitted by the Supplier.

   The rates and price submitted by the bidder shall be exclusive of Sales Tax and service tax. The Contractor will be responsible for obtaining exemption of sales tax from EAD, however the client will assist the contractor for the same.

   For the Project funded by USAID under Pakistan Enhanced Partnership Agreement (PEPA), Federal Board of Revenue has already concurrence to PEPA allowing exemption of duty/taxes for project requirements subject to procedural formalities.

4. 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 Supplier 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 and shall not be paid separately.

5. 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, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.

6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.

Schedule-B

STAGES OF PAYMENT FOR AUTOMOBILES ITEMS

Stages of Payment for the items mentioned below are as follows,

Item. No	Item Description
1/1	3 wheel tipper having 200 cc LPG/petrol engine and 1m³ capacity with both manual and automatic hydraulic system as per Chapter 4 of Technical Specifications.
1/2	Pick up mounted mini dumper (1M3) with hydraulic system as per chapter 4 of Technical specifications.
1/5	Side skip loader trucks of (Gross Vehicle Weight 8.8-8.9) tons capacity as per Chapter 4 of Technical Specifications.
1/6	Arm Roll loader trucks of (Gross Vehicle Weight 8.8-8.9 tons) capacity as per Chapter 4 of Technical Specifications.
1/7	Hospital Waste Collection Truck of 5 Ton capacity as per Chapter 4 of Technical Specifications.
1/8	Mechanical Sweeper as per chapter 4 of technical specifications.
1/9	Water Bowser of 10,000 liter capacity as per chapter 4 of Technical specifications

a) **50%** on proof of the purchase of the vehicles (i.e submission of sales certificate from the chassis manufacturers /Supplier) in the name Municipal Committee Jacobabad.

b) **50%** on the delivery of equipment at employer designated store, Inspection & acceptance by the client.

Note:

- All expenses towards registration of the vehicles motors in the name of employer / designated authority and comprehensive insurances shall be deemed included in the Contract price. No payment shall be made for these expenses.
- Undertaking for safety of vehicle /chassis which will be in the custody of the body manufacturer for erection of super Structure will be provided by the manufacturer on the stamp paper as per Appendix - F.

Schedule-C

MANUFACTURER'S AUTHORIZATION

Date: _____

Bid Reference No.: _____

Invitation for Bid No.: _____

To:_____

WHEREAS_____ who are official manufacturers of _____having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date_____

Schedule-D

DELIVERY AND COMPLETION SCHEDULE

Total Contract Completion Time is **240 Days.**

The delivery period shall start as of _____.

Item No.	Description of Goods	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods

Schedule-E

INSPECTION AND TESTS TO BE CARRIED OUT

Inspection:

1. Factory visit (visit for each good/supply)
2. Factory visit for inspection of good/machinery during manufacturing (two visits for local purchase only)

Note: each visit consist of representatives from PMU-Sindh MSDP, Jacobabad Municipal Committee, Consultant Engineer and USAID.

Test:

1. Tests for gauging performance as specified under the Contract/offered by the manufacturer up to the satisfaction of the Purchaser.

Schedule-F

UNDERTAKING

Contract Package: _____

We undertake that in accordance with the contract conditions, the vehicles mentioned below have been procured by us in the name of Municipal Committee Jacobabad under the contract EM-14 _____ and will remain in our custody till the completion of erection of superstructure and handing over these vehicles to the clients after completing the job.
The safety and protection of these vehicles during the period in our custody will be solely our responsibility and in case of any damage, loss or theft we will compensate all such losses to full value.

Detail of vehicles is as under:
_____

Signature:

MUNICIPAL SERVICES PROGRAM (MSP) JACOBABAD

PROCUREMENT OF ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

SUMMARY OF PACKAGE # 14

BILL NR	TITLE	AMOUNT (Rs)
1	EQUIPMENT AND MACHINERY FOR COLLECTION & TRANSPORTATION OF SOLID WASTE .	
TOTAL		

Amount in Words: _____

Total Carried to Bid Form: _____

SIGNATURE OF CONTRACTOR SEAL

MUNICIPAL SERVICES PROGRAM (MSP) JACOBABAD

ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 1 :- EQUIPMENT AND MACHINERY FOR COLLECTION & TRANSPORTATION OF SOLID WASTE .

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In figure	In words	(Rs.)
1/1	3 wheel tipper having 200 cc LPG/petrol engine and 1m³ capacity with both manaul and automatic hydraulic system as per Chapter 4 of Technical Specifications.	No	20			
1/2	Pick up mounted mini dumper (1M3) with hydraulic system as per chapter 4 of Technical specifications	No	50			
1/3	Side skips of 3.5 m³ capacity as per Chapter 4 of Technical Specifications.	No	126			
1/4	Arm Roll Container of 7.0 m³ capacity as per Chapter 4 of Technical Specifications.	No	10			
1/5	Side skip loader trucks of (8.8-8.9) tons capacity as per Chapter 4 of Technical Specifications.	No	13			
1/6	Arm Roll loader trucks of (8.8-8.9 tons) capacity as per Chapter 4 of Technical Specifications.	No	2			
1/7	Hospital Waste Collection Truck of 5 Ton capacity as per Chapter 4 of Technical Specifications.	No	2			
1/8	Mechanical Sweeper as per chapter 4 of technical specifications	No	1			
1/9	Water Bowser of 10,000 liter capacity as per chapter 4 of Technical specifications	No	1			
1/10	Wheel Barrow capacity of 0.4/0.5 m^3 as per Chapter 4 of Technical Specifications.	No.	75			
1/11	Wheel Barrow capacity of 0.1 m^3 as per Chapter 4 of Technical Specifications.	No.	75			
1/12	Syringe Needle Destroyer as per Chapter 4 of Technical Specifications.	No	300			
1/13	Broom with bamboo stick (80-85cm) long as per specification	No	2,500			
1/14	Long Rubber shoes of approved quality	Pair	10			
1/15	Rubber gloves of approved quality	Pair	10			
1/16	Safety goggles of approved quality	No	10			
1/17	Red color bins for hazardous medical waste of 50 liters capacity.	No	130			
	CARRIED TO COLLECTION					

SIGNATURE OF CONTRACTOR

SEAL

MUNICIPAL SERVICES PROGRAM (MSP) JACOBABAD

ELECTRICAL & MECHANICAL WORKS

BILL OF QUANTITIES

BILL NO - 1 :- EQUIPMENT AND MACHINERY FOR COLLECTION & TRANSPORTATION OF SOLID WASTE .

No.	Page No.	Amount (Rs)
	COLLECTION	
1	B.O.Q Page NO - 2	
	CARRIED FORWARD TO SUMMARY OF COST	

SIGNATURE OF CONTRACTOR

SEAL

STANDARD FORMS

BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
ADVANCE PAYMENT SECURITY

FORM OF BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)
Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)
Name of Principal (Bidder) with Address _____
_____
Penal Sum of Security Rupees. _____(Rs. _____)
Bid Reference No. _____
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____
(hereinafter called the 'Purchaser') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for_____(Particulars of Bid) to the said Purchaser; and

WHEREAS, the Purchaser has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Purchaser, conditioned as under:

(1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Surety is hereby waived;

(2) that the Bid Security of unsuccessful Bidders will be returned by the Purchaser after expiry of its validity or upon signing of the Contract Agreement; and

(3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement and furnish the required Performance Security, the entire said sum be paid immediately to the said Purchaser pursuant to Clause 19.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said

Purchaser in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Purchaser for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Purchaser the said sum upon first written demand of the Purchaser (without cavil or argument) and without requiring the Purchaser to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Purchaser by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Purchaser forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

_____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Purchaser]

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

Name of Principal (Supplier/Contractor) with address: _____
_____

Penal Sum of Security (express in words and figures) _____
_____

Letter of Acceptance No. _____Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for _____ _____ (Name of Contract) for the _____ _____ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

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

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

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor/Supplier) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
Name, Title & Address

Signature _____

Name _____

Title _____

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, _20____, between _____of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods in the sum of _____ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Purchaser's Notification to the Supplier of Award of Contract (Letter of Acceptance);
   (b) the Form of Bid and the Price Schedules submitted by the Supplier;
   (c) the Particular Conditions of Contract; Part-II
   (d) the General Conditions of Contract; Part-I
   (e) the Schedule to Bid (other than Price Schedule);
   (f) Appendices to Bid*;*
   (g) Specifications; and
   (h) Any other Item

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Supplier

_____
(Seal)

Signature of the Purchaser

_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____
(Name, Title and Address)

Witness

_____
(Name, Title and Address)

Form of Advance Payment Security

Date: _____

Contract Name and No. :_____
_____

To: _____

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter "the Guarantor"*)*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____ _____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) "Completion" means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "Eligible Countries" means the countries as per Appendix-A.

(h) "GCC" mean the General Conditions of Contract.

(i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(j) "Purchaser's Country" is the country specified in the Particular Conditions of Contract (PCC).

(k) The "Purchaser" means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.

(l) "PCC" means the Particular Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(o) "The Site," where applicable, means the place named in the PCC.

2. Contract Document

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

3.1

(a) For the purposes of this provision, the term "Corrupt and Fraudulent Practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

(b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and

fraudulent practices in competing for the Contract.

3.2 The Supplier shall permit the Purchaser 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 Purchaser, if so required by the Purchaser.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa where the context requires.

4.2 Incoterms

The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(a) EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by

either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

6.1 Unless otherwise specified in the PCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive

Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the PCC.

10. Settlement of Disputes

10.1 The Purchaser 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.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.

11. Scope of Supply

11.1 Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and

Completion of the Goods as if such items were expressly mentioned in the Contract.

12. Delivery

12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

14.2 The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause 15.3.

15.3 *[The Purchaser should develop the formula and other factors for Price Adjustment based on the principle of Clause 70.1 of PEC Bidding Documents for Civil Works and Standard Procedure and Formulae for Price Adjustment prepared by PEC, with following modifications:*

i. Adjustable material would be those raw materials used for manufacturing of specific Goods Items on which, in opinion of the Purchaser, the price adjustment is payable.

However, the Purchaser shall calculate, to make project specific price adjustment formula, the appropriate weightages of major raw materials as per the PEC standard documents mentioned above.

ii. In case of adjustable materials and labor, the current price indices shall be 42 days prior to date of Goods transport [or any other appropriate period may be incorporated by the Purchaser representing the mid-point of the period of manufacture], while in case of POL, the current price indices shall be 15 days [or any other reasonable period may be incorporated by the Purchaser] before the date of Goods transport.

iii. Source for indices:

a. For Local Manufactured Items;
PICC cost data or any other credible source to be mentioned in bidding documents, failing which to be agreed between parties before signing the Contract.

b. For Foreign Manufactured Items;
London Metal Exchange (LME) Rate]

OR

[The Purchaser shall state "This is a Fixed Price Contract" in case the Price Adjustment is not applicable for lesser time of delivery or smaller quantities of Goods to be supplied.]

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the PCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted

it.

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.

17. Taxes and Duties

17.1 For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For Goods supplied from within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the PCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) Otherwise lawfully becomes available to that party

from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.1 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During

Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 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 the PCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.

25. Transportation

25.1 Unless otherwise specified in the PCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedules A and B to Bid.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and /or inspections of the Goods as are specified in the Schedules to Bid.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production

data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the

issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the PCC, the 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 PCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the

defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-

eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct :

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country

where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to 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 Purchaser;

(b) the method of shipment or packing;

(c)the place of delivery; and

(d) Any other

33.2 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 in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

(a) The Purchaser, by 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at

the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Purchaser.

PARTICULAR CONDITIONS OF CONTRACT

Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1- Definitions

GCC Sub Clause 1.1(j)
The Purchaser's country is Islamic Republic of Pakistan.

GCC Sub Clause 1.1(k)
The Purchaser is:

The Program Management Unit (PMU)
USAID Sindh, Municipal Services Delivery Program
House No. D-18, Block-2, Kehkashan, Clifton
Karachi.

GCC Sub Clause 1.1 (o)
The Site is Jacobabad Sindh.

GCC Clause 2:
At the end of the clause, the following is added:

"Any subsequent document mutually agreed and signed by the Purchaser and the Supplier, shall be the part of the Contract."

GCC Sub Clause 4.2 (b)
The version of Incoterms shall be that prevailing on the date of Invitation for Bids.

GCC Sub Clause 5.1
Specified language is English.

GCC Sub Clause 6.1
At the end of the clause, the following is added:

JV agreement shall be provided prior to the signing of the contract depicting role and responsibility of all the partners.

GCC Sub Clause 7.1 and 7.2
The procurement is based on National Competitive Bidding.

GCC Sub Clause 8.1
For notices, the Purchaser's address shall be:

Attention: Program Management Unit (PMU), USAID SINDH, MSDP
Address: House No. D-18, Block 2, Kehkashan, Clifton
City: Karachi
ZIP Code: 75600
Country: Pakistan

For notices, the Supplier's address shall be:
(to be filled by the bidder)

GCC Sub Clause 9.1
"The governing law shall be the Law of Islamic Republic of Pakistan".

GCC Sub Clause 10.2
Following text added in the last of the sub clause 10.2:

"The formal mechanism for the resolution of disputes shall be as follows:

a. The rights and obligations of the Parties under or pursuant to these Conditions shall be governed and construed according to the Law of Islamic Republic of Pakistan.

b. The dispute shall be referred to arbitration and finally settled in Pakistan in accordance with the Pakistan Arbitration Act, 1940, and any amendment or substitution thereof. If the Parties cannot agree to the appointment of a sole arbitrator, each Party shall appoint an arbitrator and the arbitrators shall, before entering upon the reference, jointly appoint an umpire. The decision of the arbitrator(s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever."

GCC Sub Clause 11.1
The scope of Goods Supply is described in Price Schedule of Goods/BOQ.

GCC Sub Clause 12.1
Details of shipping and other documents to be furnished by the Supplier shall be:

a. Letter of Credit

b. Certificate of Shipment
c. Insurance Certificate
d. Bill of Lading
e. Any other document as per specifications.

GCC Sub Clause 15.2

The text of the sub clause 15.2 is deleted and substituted by the following:

"Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the Prices quoted by the Supplier in its Bid".

GCC Sub Clause 15.3

The text of the sub clause 15.3 is deleted and substituted by the following:

"This is a Fixed Price Contract and Price adjustment is not applicable."

GCC Sub Clause 16.1

The Contract Price shall be paid as mentioned in clause 16, except for the specific item listed in Schedule- B for which payment shall be made as mentioned in this schedule.

The payment shall be made after deduction of mobilization advance (if applicable) and applicable taxes etc.

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be paid until the performance security has been provided by the Supplier and approved by the Purchaser.

GCC Sub Clause 16.2

Following is added at the end of sub clause 16.2:

The Supplier shall submit to the Purchaser six (6) copies of the Application for Certificate of Payment (invoices) each signed by the Supplier and in such form as the Purchaser may from time to time prescribe.

Minimum amount of Interim/ Running Payment Certificates (Running Bills) should be 3% of the Accepted Contract Amount.

GCC Sub Clause 16.4

The following text is substituted in the sub clause 16.4.

"All payments under the Contract shall be made in Pakistani Rupees only. Any required Foreign Currency transactions shall be met by the Supplier at his risk and cost from his own resources."

The following new sub clauses 16.5 and 16.6 are added:

Sub Clause 16.5

Mobilization Advance/Advance Payment shall be made available to the Supplier by the Purchaser on the following conditions:

i) Mobilization advance up to 10% of the Contract price may be paid by the Purchaser to the Supplier on the following conditions:

   a. On submission by the Supplier of a mobilization advance guarantee for the full amount of the advance in the specified form, from a scheduled bank in Pakistan, acceptable to the Purchaser.

   b. The Supplier shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

ii) This Advance including the interest shall be recovered in 5 equal installments from the 5 IPC's and in case the number of IPC's is less than 5 then 1/5 of the advance inclusive of the interest thereon shall be recovered from each IPC and the balance together with interest be recovered from the final payment certificate. It may be ensured that there is sufficient amount in the final payment certificate to enable recovery of the Mobilization Advance.

Sub Clause 16.6

If at any time any payment would fall due for procurement of Goods or part of procurement of Goods and, if there shall be any defect in part of such procurement of Goods in respect of which such payment is proposed, the Purchaser may retain the whole or any part of such payment. Any sum retained by the Purchaser to the provisions of this clause shall be paid to the Supplier after the said defect is removed."

GCC Sub Clause 18.1

The text of the sub clause 18.1 is deleted and substituted by the following:

"The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Supplier within Fourteen (14) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to **Ten Percent (10%)** of the Contract Price in Pak Rupees, in the form of an unconditional Bank Guarantee from any Scheduled Bank of Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank of Pakistan.

The performance security shall remain valid up to twenty eight (28) days beyond the expiry of Warranty Period, 50% of which shall be released upon award of Taking over Certificate and the balanced 50% will be released after one year of Taking over Certificate.

The Performance Security shall be binding irrespective of variations and changes in the quantities of the BOQ or extensions in completion time of the Works, which are granted or agreed upon under the provisions of the Contract.

The cost of complying with the requirements of this Sub-Clause shall be borne by the Supplier".

GCC Sub Clause 18.3
Deleted.

GCC Sub Clause 18.4
Deleted.

GCC Sub Clause 23.2
The packing, marking and documentation within and outside the packages shall be as per the Specifications Special Provisions of the Contract Agreement.

GCC Sub Clause 24.1
The Goods supplied under the Contract shall be insured in an amount 15% over the Goods supplied by the Supplier in Pak Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage or delivery.
The Supplier shall be obliged to place all the insurances relating to the Contract with insurance company having at least AA rating from PACRA/JCR in favor of the Purchaser valid for a period 28 days beyond the Warranty Period.

Cost of such insurance shall be borne by the Supplier.

GCC Sub Clause 25.1
The text of the sub clause 25.1 is deleted and substituted by the following:

"Transportation of the Goods shall be the responsibility of the Supplier".

GCC Sub Clause 26.2
Tests and Inspections shall be carried out as specified in Schedule-D to Bid and as per Specifications.

GCC Sub Clause 26.3
The text of the sub clause 26.3 is deleted and substituted by the following:

The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, and the costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses shall be borne by the Supplier.

GCC Sub Clause 27.1

The liquidated damages shall be 0.1% per week of the remaining Contract amount.

The maximum amount of liquidated damages shall be up to 10% of the Contract Amount as stated in Letter of Award.

GCC Sub Clause 28.3

The text of the sub clause 28.3 is deleted and substituted by the following:

"The warranty should be jointly in the name of the Purchaser and Supplier. The warranty shall remain valid for two (2) years after the goods, or any other portion thereof as the case may be, have been delivered to and accepted at the final destination indicated by the Purchaser.

GCC Sub Clause 28.5

The Supplier shall correct any defects covered by the Warranty within 28 days of being notified by the Purchaser of the occurrence of such defects.

GCC Sub Clause 30.1

The amount of aggregate liability shall be 15% of the Contract Amount as stated in Letter of Award.

TECHNICAL SPECIFICATIONS
SPECIAL & TECHNICAL PROVISIONS

TECHNICAL SPECIFICATIONS
(SPECIAL & TECHNICAL PROVISIONS)

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4.0 TECHNICAL SPECIFICATIONS FOR EQUIPMENT AND MACHINERY

1.0 THE PROJECT

1.1 Purpose and Location of the Works

The Municipal utility services of Jacobabad are in very poor condition due to neglected operation and maintenance facilities, rapid growth in population, non-availability of required resources for efficient operation and lack of professional management.

The Municipal Services Program is aimed to improve Municipal utility services, especially to rehabilitate and upgrade the water storage, filtration and treatment works, distribution network at Jacobabad city. This program also covers the rehabilitation of sewerage collection and disposal as well as provision of solid waste collection and disposal equipment & machinery.

1.2 Description of the Works

The Works under the Contract comprises of procurement of equipment and machinery for solid Waste Management (Collection & Transportation of solid waste to GTS)

1.3 Standard Specifications

Plant, equipments and machinery shall comply with the requirements of ASME (American Society of Mechanical Engineers), CE (Conformité Européenne) standards at the time of bid. Equivalent International Standards will be accepted by the PURCHASER provided their requirements are no less stringent.

The SUPPLIER shall supply two copies of each ASME (American Society of Mechanical Engineers), CE (Conformité Européenne) and other approved national or international standards which are referred to in the Specification and of each such other standard which applies to equipments which are being supplied to, or workmanship which is being executed on the Works. One copy of these standards shall be available to the PURCHASER, and the remaining copy shall be kept by the SUPPLIER on the Site.

All equipments and plants not covered by ASME (American Society of Mechanical Engineers) or CE (Conformité Européenne) or approved alternative shall be of such kind as is used in first class work and suitable for the climate in the area where the works are to be constructed, for which PURCHASER's decision is a binding.

1.4 Equipment and Suppliers of Equipment

Before ordering equipment of any description intended for the Permanent Works, the SUPPLIER shall submit for the approval of the PURCHASER the names of the makers or suppliers proposed, a specification of the materials and details of their place of manufacture. The SUPPLIER may be required to supply to the PURCHASER for his retention, a copy of each order placed.

1.5 Climatic Data

The SUPPLIER shall take account of the climatic conditions at the Site of the Works. The following information is provided as a guide to the climatic conditions likely to be encountered on the site to assist the SUPPLIER, but this shall not relieve him of his responsibility under the Contract.

(1)Monthly average temperatures:
a. Maximum 35 degree C
b. Minimum 18 degree C

(2)Extreme Temperatures
a. 50 degree C in May, June, July and August
b. 1 degree C December and January

(3)Annual Average Rainfall
192 mm per year the majority falling in the monsoon months of July and August. On average there are 10 rainy days per year. Storm intensities can be high with storm totals reaching 440mm, with normal durations of 36 hours.

The climatic data given above are based on limited records and their accuracy cannot therefore be guaranteed.

1.6 Programme

Before commencing the Works the SUPPLIER shall submit to the PURCHASER for his approval a programme showing the order in which he proposes to carry out the Works. The programme shall be in the form of a bar chart, or any other form as may be agreed by the PURCHASER, and shall clearly indicate the following:

a. the sequence of each activity, the proposed start and completion dates of each activity, the rate of progress and the cumulative quantity or percentage of work expected to be achieved on each activity by the end of each month;

b. the time allocated for work by others, including those of the PURCHASER and by utility undertakings;

The programme shall also include details of the following:

a. A statement giving the numbers and categories of supervisory and technical staff and skilled and unskilled workers to be employed on the Works.

b. A list and type details of major Work Plan (including vehicles) which the SUPPLIER proposes to employ on the Works.

c. Details of the SUPPLIER's methods of working for all operations.

d. A statement giving the proposals for location or locations and sizes of base camps, accommodation, offices, workshops and stores.

e. Details of the programme for the Works from the date of receipt of the PURCHASER's order to commence the Works including a complete resources allocation showing the number of units and allotted times for each unit of Work Plan, materials and labour allocated to each part of the works.

1.7 Notice of Operations

The SUPPLIER shall give full and complete written notice of all important operations to the PURCHASER sufficiently in advance to enable the PURCHASER to make such arrangements as he may consider necessary for inspection or for any other purpose. The

SUPPLIER shall not commence any important operation without the written approval of the PURCHASER.

1.8 Meetings and Reports

Representatives of the SUPPLIER, approved by the PURCHASER, shall attend monthly progress meetings on Site or at the offices of the PURCHASER at any other place. In addition, approved representatives of the SUPPLIER shall attend further meetings in cases of emergencies or for other reasons when called upon by the PURCHASER.

The SUPPLIER shall submit to the PURCHASER each month a report on his progress on the performance of the Contract. The report shall include a copy of the approved programme with the current progress for each activity shown. No separate payment shall be made for this item.

1.9 Languages

All drawings, instructions, signs, notices, name-plates etc. for use in the operation and maintenance of the completed works shall be in English.

Warning signs shall be in Urdu and English.

2.0 GENERAL REQUIREMENTS

2.1 Products

2.1.1 Manufacturing Standards

Materials shall be new and approved by the Purchaser.. Materials to be furnished under this specification shall be the standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest standard design. All items of the same type and rating shall be identical. Defective equipment or equipment damaged in the course of installation or testing shall be replaced or repaired in a manner meeting the approval of the PURCHASER.

2.1.2 Trade Names and Criteria and Substitutions

Manufacturers' names and catalogue numbers indicated herein are not intended to be proprietary designations. They are used for convenience and indicate general type and quality of materials and equipment required. Equipment and materials by other manufacturers, which in the opinion of the Purchaser are of equal quality and which will produce the same result with regard to both their ability to perform the required technical functions as well as to their appearance in the specific location on this project, will be considered.

Approval for equipment specified herein will not be given merely upon the submission of manufacturer's name. Notwithstanding, anything to be contrary in the specifications, approvals for equipment will be given only after the receipt of complete and satisfactory performance data in tabular and/or graphical form, as required by the Purchaser. Complete and satisfactory information shall also be furnished relative to equipment dimensions, weight and other physical characteristics.

Wherever detailed operating features or a definite make and size of apparatus are specified, for which such quantities are readily determinable, the make and size of apparatus, which is proposed for use, must conform substantially to the equipment specified. The same shall apply to important dimensions of the apparatus in relation to the rest of the system to properly fit it into the available space proposed by the SUPPLIER. Any additional costs whatsoever that result from any approved substitution shall be borne by the SUPPLIER.

2.2 Inspection and Tests

a) All Goods will be subject to inspection and tests by the Purchaser, at all times and places. The Purchaser shall have the right to reject defective items on account of material or workmanship and require its correction at any time. Rejected Goods shall be corrected satisfactorily or shall be replaced without extra charges, at the place where they are rejected.

   The Purchaser shall appoint its representative on the site of the works as Engineer-in-Charge and he shall be competent to accept or reject supplies.

   The Supplier shall be responsible for the items covered by this contract until they are completed and accepted by the Purchaser at the designated site and locations. The Supplier shall bear all risks as to rejected items after notice of rejection, which shall be in writing.

b) The Supplier shall furnish promptly without additional charge all reasonable facilities, labor and assistance for the safe convenient inspection and/or tests which may be required by the Purchaser. All inspection and tests by the Purchaser will be performed in such a manner as to avoid unnecessary delay to the works. Inspection and tests will be in accordance with the requirements of Specifications. Travelling, boarding/lodging and other expenses of authorized Inspectors or Officers shall be borne by the Supplier.

c) The Purchaser shall have the right to make inspection of any of the items to be supplied under the contract during fabrication at the factory of the Supplier, or his Subcontractors, including access to drawings and test results, to assure that all items to be supplied conform to the details of the specifications. At the option of the Purchaser, inspection prior to shipment may also be required. Inspection charges will be borne by the Supplier.

d) Inspection of the Goods will be carried out by the Purchaser on receipt of Goods at the site. The Goods will be supplied against a manufacturer's Test and Warranty Certificate to the effect that in the event of any defect or deviation in specification of any part found by the Purchaser, such Goods will have to be replaced by the supplier free of cost and no other foreign exchange assistance will be provided by the Purchaser. Upon acceptance, an appropriate certificate will be issued.

   Should any item fail to perform or to meet the requirements of the specifications to the satisfaction of Purchaser, the Supplier shall either replace the item supplied or undertake to make all necessary replacements at his own cost in a manner satisfactory to the Purchaser.

e) The supplier shall furnish to the Purchaser full information as to progress of the work and all orders placed for materials or articles to be incorporated into the work, and shall advise the Purchaser in writing at least 21 days prior to the materials being ready for inspection.

f) The Purchaser shall have at all times and places the right to reject articles or materials to be furnished hereunder, which in any respect fail to meet the requirements of these specifications. Compliance with the specifications is the responsibility of the supplier and shall not be avoided by any act or omission on the part of the Purchaser.

g) The Supplier shall accept full responsibility for the performance of all factory tests for materials used on the works, furnishing all required test reports, and also for the conformance of testing to meet the requirements of the applicable technical provisions for the entire quantities of items.

2.3 Contract Execution Schedule

From the date of issue of the notification of award by the Purchaser, goods must be delivered to the premises of the Project Management Unit, Municipal Services Delivery Program Jacobabad or as directed by the Purchaser within 270 Days. Within one Week of issuance of the notification of award, the Supplier shall furnish to the Purchaser his proposed program for manufacturing, transporting, delivery and inspection of Goods.

2.4 Payments

2.4.1 Processing of payments

The Purchaser shall process payments according to the following procedures:-

a) The Supplier shall submit six copies of the following documents as applicable for any item of equipment and machinery shipped or supplied locally:-
   1. Detailed invoice. "Clean on Board" bill of Lading or Delivery Certificate in case of local supply.
   2. Packing list.
   3. Operational Manuals
   4. Technical Manuals/ Catalogues
   5. Schematic Diagram
   6. Certificate of factory inspection, manufacturer's test and warranty certificates, as applicable.
   7. Certificates of origin/manufacture.
   8. Confirmation advice of shipment, if applicable.
   9. Insurance certificate.

b) After receipt of the above documents, payments will be arranged by the Project Management Unit, MSDP,Jacobabad.

2.4.2 Withholding payments

The Purchaser may withhold any payment to be made here under to such extent as may be reasonably necessary to protect the Purchaser from loss on account of any failure to execute delivery in accordance with the work contract Execution Schedule or any failure of the Supplier to repair or remove and replace any defective or non-conforming materials, equipment or other items as required.

2.4.3 Completion of Contract

The Contract shall not be considered as completed until a final certificate shall have been signed by the Purchaser stating that the services have been completed.

No claim shall be made or be filed by the Supplier and neither the Purchaser nor any of his agents shall be liable, or held to pay any money, except as specifically provided in the Contract Documents. The acceptance by the Supplier of the final payment shall release the Purchaser and his agents from all claims and liabilities of the Supplier for anything done or furnished for the work or for any act or neglect of the Purchaser or any person relating to or affecting the work except claims against the Purchaser for the remainder, if any, of the amounts kept or retained.

2.5 Packing, Marking and Delivery:

2.5.1 Packing of items

a) Prior to dispatch from the Supplier's works, all the Goods shall be thoroughly protected against corrosion and incidence of damage, including the effect of vermin, strong sunlight, rain, high temperatures, humid and salty atmospheres or sea spray, etc.

b) All items of Goods intended to be painted shall, after cleaning down to bare metal, receive paint protection in accordance with the specification and all un-painted parts liable to corrosion, (with the exception of electrical equipment) shall be heavily coated with an approved protective substance.

c) All electrical equipment shall in addition be suitably protected against corrosion and incidental damage.

d) The Goods shall be packed to withstand rough handling in transit and for storage in the tropics. The supplier shall be held responsible for the goods being packed so that they reach their destination intact and undamaged. The Supplier shall provide and include in the contract price the cost of all necessary packing, cases, crates etc., properly strengthened by battens, polythene or similar waterproof wrapping, silica gel and steel banding not less than 25 mm by 119 SWG. Packing case sizes and weights shall take into consideration the Supplier's and Purchaser's handling facilities. Where necessary, heavy equipment shall be mounted on skids so that cable slings may be readily attached. Packages containing dangerous goods shall be packed and marked in accordance with any statutory rules and orders applicable.

e) Each case/package must have a copy of the packing list inside.

f) Each case/package must have the following information printed/painted in BOLD LETTERS on the outside.

1. Destination

   Jacobabad-Pakistan

2. Name Of Consignee

   Project Director,
   Project Management Unit,
   Municipal Services Delivery Program,
   Jacobabad

3. Brief Description
4. Gross and net weights
5. Name & Address of supplier

The consignee of all goods shall be the Project Management Unit, Municipal Services Delivery Program,Jacobabad.

2.5.2 Notice of Shipment

a) Notice of Shipment shall be made to:
   Project Director,
   Project Management Unit,
   Municipal Services Delivery Program,
   Jacobabad- Pakistan.

b) The notice of shipment shall contain the following:
   1. Contract Number

2. Description of Items
3. Total Quantity of Items Shipped
4. Name of Vessel
5. Bill of lading, number & Date
6. Port of Lading
7. Date of Shipment
8. Expected date of arrival of ship and Shipment
9. Whether it is a part shipment.

c) Upon Shipment, the Supplier shall supply directly to the Project Director, Project Management Unit, Municipal Services Delivery Program, Jacobabad:-
1. Six copies of invoice indicating the unit and total delivered prices.
2. Six copies of non-negotiable clean, on –board, Bill of Lading marked "Freight Pre-Paid"
3. Six copies of packing list identifying contents of each case/Package.
4. Copy of Certification of the country of origin.
5. Copy of Insurance certificate.
6. Copy of Manufacturer's / sellers Guarantee certificate.
7. Copy of Inspection Certificate issued by the manufacturers test and Warranty certificate.

d) The supplier will arrange clearance and delivery to site of goods and shall obtain all documents for clearance of the shipment.

e) On clearance and delivery of the shipment, original documents shall be submitted to the PMU.

2.5.3 Delivery of items

a) All Items to be delivered to their destinations to arrive within the times agreed under the contract.

b) PMU will not pay any demurrage charges if levied by any party.

2.6 Indemnification

The purchaser shall not be liable for any damages or compensation in consequence of any accident or injury to any workmen or other persons whether in the employment of the Supplier or not and the Supplier shall indemnify and keep indemnified the Purchaser against all such damages or compensations and against all actions, proceedings, costs, charges, expenses and demands whatsoever in relation thereto.

2.7 Warranty

The following certificates will be issued, signed by the Supplier, before any shipment or delivery of goods:

"The Supplier hereby guarantees that the Goods supplied under the terms of this contract are brand new and in accordance with the Terms and conditions of the contract. The material used is in accordance with the latest appropriate standard specification, complete and of good workmanship throughout. Every article or part thereof which, before or after use, is found to be defective will be replaced free of cost."

The warranty will remain valid for two year after receipt of the Goods and issue of completion certificate by the purchaser. The warranty shall include free maintenance and repair of all items with parts and assemblies and all sort of expenditures, what so ever required keeping the items fully functional.

2.8 Spare Parts

A list of recommended spare parts, with itemized unit rates for each item shall be submitted by the Supplier with his bid for two years operation. The cost of recommended spares will not be taken into account in the bid comparison. The unit rates quoted for the spare parts must be reasonable and comparable to rates recently charged to customers. In case the unit rates quoted are unreasonably high, the bid may be liable for rejection.

The Supplier shall render a certificate to ensure provision of spare parts for a period of 05 years, even after discontinuation of manufacturing of the Goods/equipment supplied.

2.9 Trainings

The Supplier shall arrange requisite training for the operators/ users, with in the Contract Period free of charge.

2.10 Branding

Logo of the donor agency USAID will be exhibited on all the equipment and machinery in clear and bold words as approved by the clients. There will be no separate payment for this item and it shall be deemed included in the contract price.

3.0 BASIC MATERIALS AND METHODS

3.1 Manufacturer’s Catalogue Data

Submittals for each manufactured item shall be current manufacturer's descriptive literature of catalogued products, equipment drawings, diagrams, performance and characteristic curves, and catalogue cuts. Handwritten and typed modifications and other notations not part of the manufacturer's pre-printed data will result in the rejection of the submittal. Should manufacturer's data require supplemental information for clarification, the supplemental information shall be submitted as specified for certificates of compliance.

3.1.1 Certificates

Submit manufacturer's certifications as required for products, materials, finishes, and equipment as specified in the technical chapters. Certificates from material suppliers are not acceptable. Pre-printed certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the quality of that item. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as"; "achieve the same end use and results as materials formulated in accordance with the referenced publications"; or "equal or exceed the service and performance of the specified material." Certifications shall simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance.

3.1.2 Testing Certificate

Submit a certificate that shall state that the item has been tested in accordance with the specified organization’s test methods and that the item complies with the specified organization’s reference standard.

3.1.3 Operating Instructions

Submit text of operating instruction manuals for each system and principal item of equipment.

3.1.4 Quality Assurance

3.1.4.1 Material and Equipment Qualifications

Provide materials and equipment that are products of manufacturers who are regularly engaged in the production of such products, which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 1 year prior to bid opening. The1-year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogues, or brochures during the 1-year period. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in the technical chapter.

3.1.4.2 Service Support

The equipment items shall be supported by service organizations, which are reasonably convenient to the equipment, in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

3.1.4.3 Manufacturer’s Nameplate

Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number.

3.1.5 Posted Operating Instructions

Provide for each system and principal item of equipment as specified in the technical chapters for use by operation and maintenance personnel. The operating instructions shall include the following:

1. Wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
2. Start up, proper adjustment, operating, lubrication, and shutdown procedures.
3. Safety Precautions
4. The procedure in the event of equipment failure.
5. Other items of instruction as recommended by the manufacturer of each system or item of equipment.

Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions where directed. For operating instructions exposed to the weather, provide weather-resistant materials or weatherproof enclosures. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

4.0 TECHNICAL SPECIFICATIONS FOR EQUIPMENT AND MACHINERY FOR COLLECTION AND TRANSPORTATION OF SOLID WASTE

	Name of Goods	Technical Description, Specifications and Standards
4.1	**3-Wheel Tipper**	
	 1m^3 capacity 200 cc LPG / Petrol Engine	**Rickshaw Chassis Specification** 1 Load Bearing Capacity 400kg 2 Starting system Self-start 3 Brakes Front –Mechanical rear –Hydraulic parking Brakes. 4 Engine 200cc, Water cooled ,4 stroke 5 Battery 32 Ah 6 Cooling system Forced Air cooling 7 Capacity of Fuel tank 5 litres **Rickshaw Super Structure Specification** • **Capacity** 1 Cubic Meter • **Body Sides** 1.6mm Galvanized Sheet with stiffeners for additional strength without increasing the weight of body. Suitable profile near the floor joint to avoid Corrosion and to assist the emptying of the container. • **Body Floor** 2mm Galvanized sheet. Single piece floor for added corrosion protection and built in Cab protector. • **Floor Stiffeners** 3 mm thick Suitable profile throughout the length of the floor for strengthening the floor at lifting points. • **Sub Frame** Suitably mounted on the Rickshaw chassis. • **Tipping Angle** 80-90 Degrees. Allows complete emptying. Container. • **Tipping Height** Tipping Height of the body allows the waste to be emptied into a

standard Compactor Hopper.

- **Paint** All Steel part surfaces free from Rust and Oil Residue. Two coats of Zinc Based Epoxy Primer and two coat of final paint done with 2 components Poly-Urethane or 2K based Paints.
- **Tarpaulin cover** Good quality tarpaulin cover with hooks fixed to body for holding tarpaulin

Tipper DUAL Hydraulic System Specifications

<u>Automatic</u>

- Reservoir: 8 liters
- Hydraulic power pack for activation of hydraulic jacks with electric cab control. Electromotor 12Volt DC. Power 1 to 2 kW with spline axle. Smart-start junior 12 Volt DC. USA/EU/Japan.
- Gear pump 2 lit / min. USA/EU/Japan.
- Working pressure : 100 bar
- Switch Panel : Button controlled control box. 2 buttons. One button for stabilizers and one button for tipping jack.
- **Hydraulic Cylinder**
  USA/EU/Japan
- Separate battery with 220V charging system for charging by external source. Battery should be sufficient for minimum 6 to 8 operations.

Manual Hydraulic Specification

1	Hydraulic Manual Hand operated	*Manual hand operated hydraulic pump 25 cc DA. Lever for pump. USA/EU/Japan.*
2	Pressures	*Maximum pressure : 160 bar*
3	Hydraulic Hoses	Hose of minimum 300 BAR rating. USA/EU/Japan.
4	Reservoir	5 liters

		Lifting Capacity Waste carrying capacity 250-kg **Salient Features** • The equipment can dump the garbage on the Ground, as direct into a container and also in the refuse collector. • The capacity of the Auto Remover should be 1.0 m^3. • The dumping height from the ground will be 1000 mm / 1200 mm.
4.2	**Wheel Barrow**	
	 WHEEL BARROW (0.4-0.5 m3)	**Capacity** 0.4 to 0.5 M3 of house Hold Waste **Construction** • G I Sheet 1.2 mm thick • Base Pipe box 100x(45~50) mm • Handle Pipe dia 26 mm • 2 Nos. Air inflated tires • 1 No. Jocky Wheel min. 350mm dia • Solid Axle Rod Dia 32 mm **Dimensions** • L = 1700 mm • W = 1090 mm • H = 1150 mm **Bucket** • L = 1550 mm • W = 600 mm • H = 870 mm

4.3	**Wheel Barrow**	
	 WHEEL BARROW(1m3)	**Capacity** 0.4 to 0.5 M3 of house Hold Waste **Construction** • G I Sheet 1.2 mm thick • Base Pipe box 100x(45~50) mm • Handle Pipe dia 26 mm • 2 Nos. Air inflated tires • 1 No. Jocky Wheel min. 350mm dia • Solid Axle Rod Dia 32 mm
4.4	**Side Skips (3.5m^3)**	
	 Side skips (3.5m^3)	**The 3.5 m^3 Container is manufactured from Mild steel and is compatible with Multi Loader vehicle having following features: -**
		Body Size: 3.5 M3
		Body Type: asymmetric
		Total Height: minimum 1200 mm
		Total Length: minimum 1900 mm
		Body Construction
		All welded mild steel construction to match with Skip Lifter Truck.

		Floor: Floor Fabricated with MS sheet, reinforced by channels of 50x100x50mm of MS Sheet.
		Sidewalls: Sidewalls fabricated from MS Sheet, reinforced by channels of 50x100x50mm of MS Sheet.
		Back Side: Back SIDE fabricated from MS Sheet, reinforced by channels.
		Front: Front side fabricated from MS Sheet, reinforced by channels of 50x100x50mm of MS Sheet.
		Lifting Locks The container is equipped with 4 Nos. of Locks.
4.5	**Side Skip Loader Trucks**	
	 Side Skip loader trucks (8.8-8.9 tons)	**The superstructure of the Skip Lifter unit is fixed on the Truck Chassis. The all welded mild steel superstructure is fitted on the chassis with suitable fasteners having following features: -**
		Hyd. Pump: 50 cc/rev. Piston rotary type with max. Pressure of 350 bars. Origin Europe/USA/Japan.
		Control Valves: Manual control valves 4 levers with built in pressure

		relief valves and pressure gauge. Origin Europe/USA/Japan
		Lifting Jack: 4 Nos. double acting hydraulic cylinders, Honed Tubes & Rod origin Europe/USA/Japan.
		Stabilizers: 2 Nos. Stabilizers with operated by control lever with independent control for each. Mounted on side of truck.
		Safety: Pressure relief valve.
		Filters: On line return filter. Origin Europe/USA/Japan.
		Hyd. Tank: 60 Lit. Hydraulic tank. Tank local with Breather cap & Strainer Imported and level gauge.
		Lifting Capacity: 2.5 Tons (Including weight of container). The Multi Loader will be able to lift fully loaded 3.5 M^3 open type containers.
		Locking System: Manual locking system for containers.
		Loading chain system: All parts to be made of high strength chain steel, Hooks to be attached to skip loading pins with integrated safety mechanism to prevent hooks from slipping out of loading pins during operation. Minimum breaking load of chain 2t.
		Tracking System

		GSM base Tracking system for monitoring of Vehicle with 15 days history available for printing.
		Chassis Truck Chassis 4 x 2, Right Hand drive, Cab over type. Origin Europe / USA / Japan.
		Gross Vehicle Weight: 8800-8900 kg
		Emission Standard: Euro-I –Euro II.
		Engine: Diesel, 4-stroke, 4-cylinder, vertical in-line, overhead valve, water cooled, direct injection
		Horse Power: 120-130 PS (+/- 2%)
		Torque: 29-37.0 Kgf.m (+/- 2%)
		Transmission: 5-6 forward 1 reverse speeds, overdrive and synchromesh 1st – 6th.
		Axle: Rear Axle: Full-floating, single reduction, single speed by hypoid gearings. Axle Capacity 5500-5700 kg. Front Axle: Reverse Elliot “I” section beam. Axle Capacity 3200-3300 kg.
		Brake: Service Brake: Hydraulic system with two leading shoes for front wheel and dual two leading shoes for rear wheels. Parking Brake: Mechanical, internal expanding acting on transmission output shaft. Exhaust Brake: Electro-Vacuum actuator.
		Steering: Telescopic and tilt steering column with locking device recirculating ball with hydraulic booster integral type.

		Authority Letter of Chassis Authority Letter of Chassis Manufacturer / Assembler must be attached with the bid.
4.6	**Arm Roll Loader Truck**	
	 Arm Roll truck (8.8-8.9 tons)	Capacity (kg) 4500 to 5000 Container Length (internal) (m) 3-4 G- Length (mm) 3000/3300 Tipping Angle 45/50 deg Hook Height (mm) 900/950 Body Level (mm) 160/220 Max Operating Pressure(MPA) 25/30 Oil Flow(l/min) 35 Origin (Europe/Japan/USA)
		TRUCK CHASIS RHD 4*2 Truck Chassis, GVW 8 to 9Ton ,Diesel Engine120-130 PSI(Japanese Assembled in Pakistan)
		Emission Standard: Euro-I –Euro II

4.7	**Arm Roll Container**	
	 Arm Roll Container	Capacity(Kg) 7m3 Size(L*W*H) 960*3600*2000mm Construction Standard Type(M/S) Body Detachable body with tow hook Bottom Floor 4mm thick Sides 3mm thick Drop Gate 3mm thick Reinforcing Channel 5inx 2in Type Open type with hook roller
4.8	**Hospital Waste Collection Truck**	
	 Hospital Waste Collection Truck (5ton)	**BODY** The superstructure of the arm roll unit is fixed on chassis. The structure is able to lift 5ton containers having following features: - **Hyd. Pump:** 50 cc/rev. Piston type, with max. Pressure of 350 Kg/cm2. (Compatible with Close couple PTO). Origin Europe/USA/Japan. **Control Valves:** Solenoid double acting control valves 2/8” swg size with pressure relief valve and manual override pin in solenoid valves. Origin Europe/USA/Japan. **Lifting Jack:** 2 Nos. double acting hydraulic cylinders, locally assembled Jacks with honed Tube & Chromed Rods Origin Europe/USA/Japan. **Sliding Jack:**

		1 No. double acting hydraulic cylinder, locally assembled Jacks with honed Tube & Chromed Rods Origin Europe/USA/Japan. **Safety:** Pressure relief valve built in Control Valve Origin Europe/USA/Japan. **Filters:** On return Line with replaceable filter. Origin Europe/USA/Japan. **Hyd. Tank:** 40 Lit. Hydraulic tank with Breather cap, inbuilt strainer, return Filter and Hydraulic Tank level gauge. (Tank local with Strainer & Breather Cap Imported). **Lifting Capacity:** 5 Tons **Sub Frame:** 8.00 mm Mild Steel **Cross Member**: 8.00 mm Mild Steel **M Boom:** 10.00 Mild Steel **L Boom:** 8.00 mm Mild Steel **Lifting Arm** (Swing): 5.00 mm Mild Steel **Guide Roller:** 200 mm Dia Steel caste **Pack Plate:** 10.00 Mild Steel **Safety Legs:** 5.0 mm Mild Steel **Safety Wheels:** 100 mm dia Steel caste **THE 5 ton CONTAINER IS MANUFACTURED FROM MILD STEEL AND ARE COMPATIBLE WITH ARM ROLL HAVING FOLLOWING FEATURES:** **Body Type** Closed type Container compatible with Arm Roll and with full opening of back door, to allow easy dumping.

		Body Construction: All welded mild steel construction to match with Arm Roll Vehicle. **Floor:** Floor Fabricated with 6.0 mm thick MS sheet, reinforced by channels. **Sidewalls:** Side walls fabricated from 3.0 mm thick MS Sheet, reinforced by channels. **Back Door:** Back Door fabricated from 3.0 mm thick MS Sheet, reinforced by channels. **Front**: Front side fabricated from 4.0 mm thick MS Sheet, reinforced by channels. **Open able Cover/Lid:** Fabricated from 3.0 mm thick MS Sheet, reinforced by channels. **Lifting Hook** Made from 50.0 mm dia, high carbon steel bar welded with brackets of 12 mm thick MS Plate. **Hook Plate** Made from M S 10.0 mm thick. **Lifting Locks** The container is to be equipped with Locks to match Arm roll Vehicle. **Main Frame** C Channel made from 7.0 mm thick **Support Channel** 50 x 100 x 50 mm (2.5 mm thick) **Wheels** Support caste steel wheels at rear end, dia 150 mm **Support Leg** Box Fabricated from 4.0 mm thick M S sheet. **Color** One coat of Red Oxide with 2 coats of enamel choice of customer.

		Tracking System GSM base Tracking system for monitoring of Vehicle with 15 days history available for printing. **Branding / Designing** Designing & Branding of Containers will be done in accordance with customer desire. **Chassis** Truck Chassis 4 x 2, Right Hand drive, Cab over type. Origin Europe / USA / Japan. **Gross Vehicle Weight:** 8800-8900 kg **Emission Standard:** Euro-I –Euro II **Engine:** Diesel,4-stroke, 4-cylinder, vertical in-line, overhead valve, water cooled, direct injection **Horse Power:** 120-130 PS (+/- 2%) **Torque:** 29-37.0 Kgf.m (+/- 2%) **Transmission:** 5 or 6 forward 1 reverse speeds, overdrive, and synchromesh 1st – 6th. **Axle:** Rear Axle: Full-floating, single reduction, single speed by hypoid gearings. Axle Capacity 5500-5700 kg. Front Axle: Reverse Elliot “I” section beam. Axle Capacity 3200-3300 kg. **Brake:** Service Brake: Hydraulic system with two leading shoes for front wheel and dual two leading shoes for rear wheels. Parking Brake: Mechanical, internal expanding acting on transmission output shaft. Exhaust Brake: Electro-Vacuum actuator. **Steering:** Telescopic and tilt steering column with locking device recirculating ball with hydraulic booster

		integral type. **Authority Letter of Chassis** Authority Letter of Chassis Manufacturer / Assembler must be attached with the bid.
4.9	**Syringe Needle Destroyer**	
	 Syringe Needle Destroyer	**Equipment:** Syringe Needle Destroyer **Location:** Clinics and medical centers, Jacobabad City **Number of Needle Cutter:** 300 **Syringe Needle Destroyer Hole:** Two **Fitting:** Fitted with hard tampered stainless steel base and spring.
4.10	**Broom (80-85 cm)**	
	 Broom(80-85 cm)	**Equipment:** Broom **Location:** Jacobabad City Area **Number of Brooms:** 400 per month (300+100standby) **Broom Length:** 80 – 85 cm **Weight** 1 kg approx. **Binding Ring:** Binding material 20 gauge MS sheet ring having width of 1.5 – 2 cm **Handle:** Bamboo of 135 cm length, 3 – 4 cm dia,

		Weight of the bamboo handle 900 gm approx.
4.11	**MECHANICAL SWEEPER**	
	Mechanical Sweeper: **Mechanical Sweeper**	**Equipment:** Mechanical Sweeper **Sweeping Speed (Km/h)** 10 km/h **Sweeping Width (mm)** 2350 mm **Sweeping Capacity(m2/h)** 37.600 m2/h **Hopper Tank Capacity (m3)** 4.5 m3 **Water Tank Capacity (Litre)** 1.100 Lt **Hydraulic Oil Tank Capacity (liter)** 80 lit **Water Tank Material** Stainless Steel AISI 304 Machine Length (mm) 3800 Machine Width (mm) 2140 Machine Height (mm) 1660 **Empty Total Weight (kg)** 2.800 kg **Water Pump (bar-liter)** 20lt./min 100 bar **Discharge Angle** 45 degree **Discharge Height (mm)** 650 mm (nom) depends on chassis

		Side Brush Diameter (mm) 600 mm **Middle Brush Diameter (mm)** 400 mm **Middle Brush Length (mm)** 1.310 mm **Number of Water Nozzle** 23 **Rear Suction Hose Diameter (mm**) 250 mm **Rear Suction Hose Length (mm)** 5000 mm **Auxiliary Engine Type** Diesel **Auxiliary Engine Power (kw)** 75 Kw **Fan Drive Type** Mechanical **Side Suction Hose Diameter (mm)** 220 **Side Brush Life Expectancy** 300 **Middle Brush Life Expectancy** 150 **Minimum Gross Weight (kg)** 7000 **Wheel Base (mm)** 3300 mm **Rear Door opening angel**

		80 degree **Mesh Filter Surface Area (m2)** 1.1 m2 **Front Washing System** Optional **Dual Suction System** Optional **High Pressure Washing System** **Optional** Additional Filter System **Optional** In cab Noise > (db) 75 db **Chassis** 4x2-800 Kg GVW Truck Width of chassis frame 850mm Gear Displacement cc 4300-4400 Gear shifting mechanism on floor • Super structure with vacuumed machine will able to make sweeping and suction from right and left side. • The vehicle is to moisturize the road by sprinkling water, brush and suction the refuses swept by the brushes with vacuum machine and throw to the container then it will lift the container with its hydraulic power and unload to the waste area. • There shall be a warning beacon on the vehicle and at least one projector

		at right and left sides to allow night operations. • There shall be one unit of side brush on the right and left side of the vehicle to able to sweep the border sides and one unit cyclindiric shape middle brush to be able to sweep the places where the vehicles pass by. • All pumps, pipes, valves, fittings, filters and other parts on the water lines will be made of anti- corrosion material. • It shall have an automatic system with light and sound to warn the operator when the water is finished. • Even the stones which can enter to suction nozzle will be vacuumed (to be considered vacuum capacity) easily. • There shall be a system to allow to the suction nozzles 180 degree rotation and up and down movement on a horizontal platform. There shall be a handle to make clutching easier in the hose nozzle • There shall be a water pump with at least 3 bar pressure level and a washing pipe at least 8mm and 10 m with wrapping system to wash the refuse box and vehicle at the rear. There shall be a water filter in the outlet of the water tank and there will be a ¼" relieve valve under the filter

		for winter or cleaning • There shall be sprinkling nozzles on the all brush and suction nozzles. • There shall be a filter with enough sufficiency in order not to create cavitation in the suction line. • There shall be a oil cooler to prevent the overheating of the oil in the system.
4.12	**MINI TIPPER**	
	 MINI TIPPER	**Capacity** 1 Cubic Meter **Body Sides** 2mm MS Sheet with stiffeners for additional strength without increasing the weight of body. Round profile near the floor joint to avoid Corrosion and to assist the emptying of the container. **Body Floor** 2.5mm MS sheet. Single piece floor for added corrosion protection and built in Cab protector. **Floor Stiffeners** 3mm thick "U" profile throughout the length of the floor for strengthening the floor at lifting points. **Sub Frame** Rectangular pipes 37X75X5mm, suitable mounted on the pickup chassis. The Frame is mounted on the same cargo deck brackets originally installed by chassis manufacturer, to maintain strength of the chassis. Sub frame attached to the chassis with High Tensile strength Nuts and Bolts. Canvas

		Rubber Padding**.** **Tipping Angle** 70 – 80 Degrees. Allows complete emptying of the **Tipping Height** Tipping Height of the body allows the waste to be emptied into a standard Compactor Hopper. Paint All steel part surfaces free from Rust and Oil Residue. Two coats of Zinc Based Epoxy Primer and two coat of final paint done with 2 components Poly-Urethane based paints. **HYDRAULIC SYSTEM** **Hydraulic Power Pack** 12v, 150Amp, 2.1 cc/rev.7 liter Tank (Origin European Japanese, USA) **Control Valves** 2 No's Control Valves, 12 Volt 220 bar, for control hydraulic operations with built in safety valve origin European Japanese USA Pressure 100 – 220 Bars **Hydraulic Hoses** Double Braided ISO 100 R2 Type Hydraulic hoses with burst pressure twice as much as working pressure **Hydraulic Cylinders** **Lifting Cylinders** Single double Acting Hydraulic Cylinders made from Imported Hard Chromed Rods (OD 50 mm) AND Honed Tubes (ID 100 MM X OD 114 mm) of Europe, USA or Japanese origin, Imported Hydraulic Seals for efficient and long life of the cylinders. Special Viper seals for dusty local conditions, All hydraulic Cylinders are equipped with hose burst protection.

		Lifting Capacity Waste carrying capacity i.e. 380 – 500kg Lifting capacity double of waste carrying capacity. **Stabilizing Cylinders / Outriggers** 2 No's Double Acting Hydraulic Cylinders made from Imported Hard Chromed Rods and Honed Tubes or European Origin, **Outrigger** Imported Hydraulic seals for efficient and long life of the cylinders. Special Viper seals for dusty local condition. **Electrical System** 12 Volt Electrical System. Weather proof Control Panel with high quality imported switches. Single / double action tipping operation**.** **Accessories** **Mudguards** Two MS mudguards with rubber flaps at the rear and. Reflective strips on the rear end of the mudguards. **Rotating Beacon** One Rotating Beacon Light on the Cabin. **Working Lights** One working light for night time operations. **Grill for rear Lights** For protecting the Rear Lights.

4.13	WATER BOWZER;	
		General: 10,000 liter water bowzer with pumps (PTO). The tank is constructed of galvanized steel for corrosion protection. **Chassis:** Truck Chassis of GVW 18 Ton. MAKE(JAPANESE) **Diamentions (approx.):** Overall Height of Tanker: 2,400 mm Overall length of Tanker :8,275 mm **Weights (approx.):** Tare weight of tanker & truck (approx.) : 7500 kgs Payload (Water) (approx.):10,000 kg Gross vehicle weight (approx.) :17,500 kgs **Load Distribution Approx:** Load on Front Axle (approx) : 6,500 kgs Load on Rear Axles (approx.):11,000 k *Note : Dimensions & weights as shown above are approximate.* **Tanker Construction**: **Material**: Entire body will be build of Galvanized steel sheets. **Tank Body:** Entire tank will be fabricated from 3 mm galvanized steel sheets. 3 baffles in the tank, 3 mm thick. All distends & baffles will be cold flanged on periphery and continuous run full welded to shell. 2” drain cock at bottom of tank with valve. **Sub Frame:** Fabricated integrated sub-frame

		Made of mild steel, 5 mm thick. Fabricated saddles will be provided beneath the bottom throughout thel ength of the tank. **Mounting:**4 u-bolts and cross bolts. **Drain pipes:** Drain pipes to drain water from tank top. **Walkway:** Anti-skid walkway at tank top. **Ladder :** Access to tank top by means of one steel ladder. **Visual Gauge :**Visual tank indicator (plastic tube) at tank rear side with ball valve. Tank Equipment: **PTO** Capacity: 300 litres per minute . **Driven** Head: 20 m **Pump** Make & Type: KSB Pakistan or equivalent Origin (japan ,USA, Europe). **Pump Discharge:** One 2" outlet valve on kerbside of truck. With coupling and dust cap. **Gravity Discharge:** One 2" outlet valve on kerbside side of truck. With coupling and dust cap. **Surface treatment and painting:** External Entire external steel surface will be coated with two coats of anti-corrosive primer and finish is achieved by two coats of polyurethane paint in customer specified color. Internal Internal coating not required as tank is made of galvanized steel.

		Accessories: • 400 to 500 mm diameter, steel, lockable manhole cover, with air vent and rubber seal. Quantity = 2. • One no., 2” discharge hose, 100 ft long with end couplings. Spool for storing. • Two no., 2.5” corrugated nylon suction hose, 15 ft long with end couplings. • Piping of GI. • All fittings bolted for easy removal. • Side protections and rear under-run protection. • Around wheel mudguards and rubber flaps. • One toolbox, 1 no. • MS checkered steel platform at rear. • Fire extinguisher, 1 kg, inside truck cabin.