



**DIRECTORATE  
ON FARM WATER MANAGEMENT  
SINDH HYDERABAD**



OPPOSITE AGRIL: ENGG: WORKSHOP NAREJA, MAIN T.M KHAN ROAD, HYDERABAD

Tel: 022-9260145, 022-9260439, FAX: 022-9260438, E-mail: dirofwm@yahoo.com

No.OFWM/WCD/TEN/ADP-46/2017/ 2942

Dated: 28/12/2017

To

The Managing Director  
SPPRA, Karachi

SUBJECT: **TENDER NOTICE FOR THE SUPPLY OF CONSTRUCTION MATERIAL FOR WATERCOURSES UNDER THE ADP SCHEME NO. 46 " Lining of Watercourses of watercourse 10.5 akram wah Hyderabad, lining of watercourses in District kashmore and Lining of watercourse 3-BL jam Branch"**

I am directed to enclose here with Publication of Tender Notice along with all documents for Supply of Construction material for watercourses under the ADP scheme No. 46 " Lining of Watercourses of watercourse 10.5 akram wah Hyderabad, lining of watercourses in District kashmore and Lining of watercourse 3-BL jam Branch" (Seven copies) along with soft copy for hoisting on SPPRA website as per SPPRA rules 2010(amended 2013)

**SHANEEL MEMON  
AAE(WCD)  
OFWM, SINDH HYDERABAD**

SPPRA INWARD DIARY

NO: 3993

DATED: 28-12-17

Revised procurement plan for the year 2017-18 (on farm water management sindh hyderabad)

| S# | Description of Procurement                                                                                                                                                                                                                                                               | Quantity | Estimated cost per item | Estimated total cost | Funds allocated | Source of Funds | Proposed Procurement method | Timing of procurement |             |             |             | Remarks |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------|----------------------|-----------------|-----------------|-----------------------------|-----------------------|-------------|-------------|-------------|---------|
|    |                                                                                                                                                                                                                                                                                          |          |                         |                      |                 |                 |                             | 1st Quarter           | 2nd Quarter | 3rd Quarter | 4th Quarter |         |
| 1  | of watercourses under the ADP Schem # 41<br>"additional Lining of Already improved watercourses in sindh"                                                                                                                                                                                | 500      | 1.239                   | 619.5                | 594.742         | ADP             | Single Stage one envelope   | yes                   | --          | --          | --          | --      |
| 2  | Supply of construction material for improvement of watercourses and water storage tanks in district Tando Allahyar under the ADP Schem # 42<br>"Sustainable agriculture through provision of water storage tanks , Rehabilitation and lining of watercoursesin District Tando allahyar"" |          |                         |                      |                 | ADP             | Single Stage one envelope   | yes                   | --          | --          | --          | --      |
|    | WATERCOURSE NO. 10 R WEST BRANCH                                                                                                                                                                                                                                                         | 3        | 2.011                   | 6.033                | 6.033           |                 |                             |                       |             |             |             |         |
|    | WATERCOURSE NO. 10 AR WEST BRANCH                                                                                                                                                                                                                                                        | 5        | 1.17                    | 5.85                 | 5.85            |                 |                             |                       |             |             |             |         |
|    | DO RD 150.6 NASEER BRANCH                                                                                                                                                                                                                                                                | 7        | 1.999                   | 13.993               | 13.993          |                 |                             |                       |             |             |             |         |
|    | WATER STORAGE TANKS                                                                                                                                                                                                                                                                      | 4        | 2.59                    | 10.36                | 10.36           |                 |                             |                       |             |             |             |         |
| 3  | scheme "provision of water storage Tanks in Barani and Waater Scarcity Areas in sindh. Adp No.44                                                                                                                                                                                         |          |                         |                      |                 | ADP             | Single Stage one envelope   | yes                   | --          | --          | --          | --      |
|    | 5.0 acre tank at Jati                                                                                                                                                                                                                                                                    | 2        | 43.5                    | 87                   |                 |                 |                             |                       |             |             |             |         |
|    | 0.5 acre tank at dadu                                                                                                                                                                                                                                                                    | 1        | 3.89                    |                      |                 |                 |                             |                       |             |             |             |         |
|    | 0.5 acre tank at jamshoro                                                                                                                                                                                                                                                                | 1        | 3.89                    |                      |                 |                 |                             |                       |             |             |             |         |
|    | 0.5 acre tank at Tharparker/Umerkot                                                                                                                                                                                                                                                      | 1        | 3.89                    |                      |                 |                 |                             |                       |             |             |             |         |
| 4  | Hiring Consultancy for watercourses under the scheme"Additional Lining for already Improved Watercourses in sindh"                                                                                                                                                                       | 1        | 19.743                  | 19.743               | 19.743          | ADP             | Single Stage one envelope   | yes                   | --          | --          | --          | --      |
| 5  | Supply of construction material for improvement of watercourses under the ADP Schem # 48<br>""Lining of watercourses in Non Command areas of lift pumps/tube wells already working in sindh"                                                                                             | 132      | 1.2                     | 158.4                | 158.4           | ADP             | Single Stage one envelope   | --                    | Yes         | --          | --          | --      |
| 6  | Supply of Construction material for waterc storage tanks in District Mirpurkhas(ADP # 49)                                                                                                                                                                                                | 2        | --                      | 7.972                | 7.972           | ADP             | Single Stage one envelope   | --                    | Yes         | --          | --          | --      |
| 7  | scheme"Lining of watercourses in Non Command areas of lift pumps/tube wells already working in sindh"                                                                                                                                                                                    | 1        | 16.35                   | 16.35                | 16.35           | ADP             | Single Stage one envelope   | --                    | yes         | --          | --          | --      |
| 8  | Supply of Construction Material for watercourses under ADP schem No. 46                                                                                                                                                                                                                  | 6        | 2.575                   | 15.45                | 15.45           | ADP             | Single Stage one envelope   | --                    | --          | Yes         | --          | --      |

  
**AAEWCD**  
**ON FARM WATER MANAGEMENT SINDH**  
**HYDERABAD**



1682

**GOVERNMENT OF SINDH  
AGRICULTURE, SUPPLY & PRICES  
DEPARTMENT**

**NOTIFICATION**

No.13(347)SO(DEV)/P.C(Engg):In supersession of this department's Notification of even number dated 28-03-2016 in pursuance of Rule-7 of SPP Rules, 2010, Government of Sindh, Agriculture, Supply & Prices Department is pleased to reconstitute a **Procurement Committee** for the schemes / projects of On Farm Water Management Sindh with following composition and Terms of Reference:-

**I. COMPOSITION.**

- |                                                                                                        |                   |
|--------------------------------------------------------------------------------------------------------|-------------------|
| 1. Director, On Farm Water Management Sindh, Hyderabad                                                 | Chairman          |
| 2. Deputy Director (WCD),<br>Directorate On Farm Water Management Sindh, Hyderabad                     | Member/ Secretary |
| 3. Deputy Director ,<br>Planning & Monitoring Cell<br>Agriculture, Supply & Prices Department, Karachi | Member            |
| 4. District Accounts Officer,<br>/Representative of District Accounts Officer                          | Member            |
| 5. Assistant Engineer (Civil) ,<br>Local Government Department<br>Hyderabad.                           | Member            |

**II. Terms of References:**

- i. Prepare bidding documents ;
- ii. Carry out Technical as well as Financial evaluation of the bids ;
- iii. Prepare evaluation report as provided in Rule-45 of SPPRA;
- iv. Make recommendations for the award of contract to the competent authority;
- v. Perform any other function ancillary and incidental to the above as per SPPRA Rules.

**DR. SAEED AHMED MANGNEJO  
SECRETARY TO GOVT. OF SINDH**

No.13(347)SO(DEV)/P.C(Engg)

Karachi, dated the 09-09-2016

A copy is forwarded for information and necessary action to:

- 1- The Secretary to Government of Sindh, Finance Department, Karachi.
- 2- The Secretary to Government of Sindh, Industries Department, Karachi.
- 3- The Managing Director, Sindh Public Procurement Regularity Authority, Karachi.
- 4- The Director General, Agriculture Research Sindh, Tandojam.
- 5- All Members of Committee.

(ABDUL AZIZ CHANNA)  
DEPUTY SECRETARY (TECH:)

- 1- P.S. to Minister, Agriculture, Supply Prices, Department, Govt. of Sindh, Karachi.
- 2- P.S. to Secretary, Agriculture, Supply Prices, Department, Govt. of Sindh, Karachi.

WCD-1013  
28/9/16

27/9

001(NM)

2791

27-09-2016

AD (WCD)

28/9/16







GOVERNMENT OF SINDH  
AGRICULTURE DEPARTMENT

Ph. No. 9211462-9211468  
Fax No. 9211469  
[Email-info@sindhagri.gov.pk](mailto:Email-info@sindhagri.gov.pk)  
[w.w.w.info@sindhagri.gov.pk](http://w.w.w.info@sindhagri.gov.pk)

Karachi dated the, 21<sup>st</sup>, June, 2011

**NOTIFICATION**

No. 13(347)SO(Dev)/MF/; In compliance with Rule 31 of SPP Rules, 2010, the Government of Sindh, Agriculture Department is pleased to notify Committee for complaint Redressal with following composition and Terms of Reference;-

|    |                                                                         |                   |
|----|-------------------------------------------------------------------------|-------------------|
| 1. | Secretary Agriculture                                                   | Chairman          |
| 2. | Representative of AG Sindh                                              | Member            |
| 3. | Representative of Sindh Public Procurement Regulatory Authority (SPPRA) | Member            |
| 4. | Concerned Director General / Managing Director Sindh Seed Corporation.  | Ex-officio Member |

**Term of Reference:**

1. Committee may Examine the complain of bidder as per of SPPRA rules.
2. The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied;
  - (a) prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;
  - (b) annul in whole or in part, any unauthorized act or decision of the procurement committee; and
  - (c) reverse any decision of the procurement committee or substitute its own decision for such a decision;Provide that the complaint redressal committee shall not make any decision to award the contract.
3. The committee shall announce its decision within seven days. The decision shall be intimated to the bidder and the Authority within three working days by procuring agency. In case of failure of the committee to decide the complaint, the Procuring Agency shall not award the contract;
4. The procuring Agency shall award the contract after the decision of the complaint redressal committee;
5. Mere fact of lodging of a complaint shall not warrant suspension of the procurement proceedings.

AGHA JAN AKHTAR  
SECRETARY TO GOVT. OF SINDH

M. Taufiq



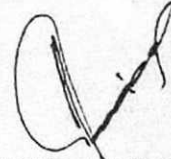
( 2 )

No: 13(347)S.O(DEV)

Karachi dated the 22<sup>nd</sup> March, 2013

A copy is forwarded to the following:-

1. The Principal Secretary to Governor Sindh, Karachi
2. The Principal Secretary to Chief Minister Sindh, Karachi
3. The Account General Sindh, Karachi
4. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi
5. The Additional Secretary (Staff), to Chief Secretary Sindh
6. Director General, AE&WM, Hyderabad
7. Director General, Agri. Extension Sindh, Hyderabad
8. The Director General, Agri. Research Sindh, Tandojam
9. The Managing Director, Sindh Seed Corporation, Hyderabad.
10. Cane Commissioner Sindh, Hyderabad
11. Director Information, Agriculture Extension, Hyderabad.
12. Members of the committee
13. P.S. to Minister for Agriculture Sindh, Karachi
14. P.S. to Secretary Agriculture, Govt. of Sindh, Karachi.



(ABDUL AZIZ CHANNA)  
DEPUTY SECRETARY (TECH)



DIRECTORATE  
ON FARM WATER MANAGEMENT  
SINDH HYDERABAD



OPPOSITE TO AGRICULTURE ENGINEERING WORKSHOP NAREJA MAIN TANDO MUHAMMAD KHAN ROAD  
HYDERABAD

Tel: 022-9260145, 022-9260439, FAX: 022-9260438, E-mail: [dirofwm@yahoo.com](mailto:dirofwm@yahoo.com)

No.OFWM/WCD/ten/2017/2920

Dated: 22/12/2017

**NOTICE INVITING TENDER**

Material Suppliers/

1. Directorate On Farm Water management Sindh invites sealed tenders on Item Rate basis from interested Contractors under the Scheme "Lining of Watercourses of WC# RD 10.5-L Akram Wah Hyderabad, Lining of Watercourses in Taluka Kashmore and Lining of Watercourse 3-BL Jam Branch (ADP No.46 of 2017-18).

List of Items

| S No | Name of Work                                     | Bid Security                      | Tender Fee |
|------|--------------------------------------------------|-----------------------------------|------------|
| 1.   | Supply of Construction material for Watercourses | 2% of Estimated cost/offered rate | 3000/-     |

2. **Eligibility:** Valid Registration with tax authorities and having experience for supply of construction material.

3. **Method of Procurement.** Single Stage Single Envelope

4. **Bidding/Tender Documents:**

(i) **Issuance:** Documents will be issued from date of publication till **15.01.2018 on payment of tender fee rupees 3000/- in shape of Demand Draft/Pay Order in favor of Director, On Farm Water Management Sindh, Hyderabad.**

(ii) **Submission:** Last date will be **16.01.2018** on or before **02:30 pm**

(iii) **Opening:** will be opened on **16.01.2018 on 03:00 pm.**

(iv) **Place of issuance, submission, inquiries and opening will be:-**

Address (Postal)

Directorate, On Farm water Management Sindh Hyderabad,  
Opposite to Agriculture Engineering Workshop Nareja Main Tando  
Muhammad Khan Road Hyderabad.

Telephone Number(s)

022-9260145

Fax Number

022-9260438

E-mail Address (If available)

[dirofwm@yahoo.com](mailto:dirofwm@yahoo.com)

(v) Tender Documents for **Un-responded tender items** will be again issued/ submitted/ opened on following dates:-

**2<sup>nd</sup> Attempt:**

(a) Issue date: **17.01.2018** during office hours till **01.02.2018**

(b) Submission & opening date **02.02.2018** on **02:30pm** and **02.02.2018** on **03:00 pm**

5. **Terms & Conditions.**

(a) Under following conditions bid will be rejected:-

- Conditional bids/tenders;
- Bids not accompanied by bid security of required amount and form;
- Bids received after specified date and time.
- Black listed firms.

(b) **Bid validity Period: - 90 days**

(c) Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010 (updated 2013).

(d) **Responsive Bidder is required to submit following documents with bid:**

- List of similar assignments with cost under taken over the past (02) years.
- Details of transport owned by Supplier;
- Financial Statement (summary) for the last three years and all applicable tax certificates.
- Affidavit that firm has never been black listed

(e) in case of emergency/any unforeseen condition or circumstances the bids will be submitted and opened on next working day, the venue and time will remain the same.

  
**DIRECTOR**  
On Farm Water Management

# **Sindh Public Procurement Regulatory Authority**

## **Bidding Documents**

**FOR**

**SUPPLY OF CONSTRUCTION/LINING MATERIAL  
FOR WATERCOURSES UNDER ADP SCHEME # 46  
(2017-18)**

**National Competitive Bidding**

**Pakistan**

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## **Procurement of Goods**

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### **PART ONE (FIXED)**

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

**DIRECTORATE ON FARM WATER MANAGEMENT SINDH  
HYDERABAD**

*Opposite to Agriculture Engineering Workshop Nareja Main Tando Muhammad Khan Road Hydera*



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**Table of Contents - Part One**

***PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS.....2***

***TABLE OF CLAUSES..... 3***

***PART ONE - SECTION II. GENERAL CONDITIONS OF CONTRACT.....21***

***TABLE OF CLAUSES..... 22***

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

## Table of Contents

|                                                                                         |           |
|-----------------------------------------------------------------------------------------|-----------|
| <b>A. INTRODUCTION</b> .....                                                            | <b>4</b>  |
| 1. SOURCE OF FUNDS .....                                                                | 4         |
| 2. ELIGIBLE BIDDERS .....                                                               | 4         |
| 3. ELIGIBLE GOODS AND SERVICES .....                                                    | 5         |
| 4. COST OF BIDDING.....                                                                 | 5         |
| <b>B. THE BIDDING DOCUMENTS</b> .....                                                   | <b>5</b>  |
| 5. CONTENT OF BIDDING DOCUMENTS .....                                                   | 5         |
| 6. CLARIFICATION OF BIDDING DOCUMENTS .....                                             | 6         |
| 7. AMENDMENT OF BIDDING DOCUMENTS.....                                                  | 6         |
| <b>C. PREPARATION OF BIDS</b> .....                                                     | <b>6</b>  |
| 8. LANGUAGE OF BID .....                                                                | 6         |
| 9. DOCUMENTS COMPRISING THE BID .....                                                   | 6         |
| 10. BID FORM.....                                                                       | 7         |
| 11. BID PRICES .....                                                                    | 7         |
| 12. BID CURRENCIES.....                                                                 | 7         |
| 13. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION.....                  | 7         |
| 14. DOCUMENTS ESTABLISHING GOODS’ ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS ..... | 8         |
| 15. BID SECURITY.....                                                                   | 9         |
| 16. PERIOD OF VALIDITY OF BIDS.....                                                     | 10        |
| 17. FORMAT AND SIGNING OF BID .....                                                     | 10        |
| <b>D. SUBMISSION OF BIDS</b> .....                                                      | <b>11</b> |
| 18. SEALING AND MARKING OF BIDS .....                                                   | 11        |
| 19. DEADLINE FOR SUBMISSION OF BIDS .....                                               | 11        |
| 20. LATE BIDS .....                                                                     | 12        |
| 21. MODIFICATION AND WITHDRAWAL OF BIDS .....                                           | 12        |
| <b>E. OPENING AND EVALUATION OF BIDS</b> .....                                          | <b>12</b> |
| 22. OPENING OF BIDS BY THE PROCURING AGENCY.....                                        | 12        |
| 23. CLARIFICATION OF BIDS .....                                                         | 13        |
| 24. PRELIMINARY EXAMINATION .....                                                       | 13        |
| 25. EVALUATION AND COMPARISON OF BIDS .....                                             | 14        |
| 26. CONTACTING THE PROCURING AGENCY .....                                               | 18        |
| <b>F. AWARD OF CONTRACT</b> .....                                                       | <b>18</b> |
| 27. POST-QUALIFICATION .....                                                            | 18        |
| 28. AWARD CRITERIA .....                                                                | 18        |
| 29. PROCURING AGENCY’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD.....                   | 19        |
| 30. PROCURING AGENCY’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS .....      | 19        |
| 31. NOTIFICATION OF AWARD .....                                                         | 19        |
| 32. SIGNING OF CONTRACT.....                                                            | 19        |
| 33 PERFORMANCE SECURITY .....                                                           | 19        |
| 34. CORRUPT OR FRAUDULENT PRACTICES .....                                               | 20        |



## Instructions to Bidders

### A. Introduction

- 1. Source of Funds**
- 1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
- 2. Eligible Bidders**
- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the

any government organization in accordance with sub clause 34.1

- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents ,and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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

- 5. Content of Bidding Documents**
- 5.1 the bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
  - (k) Manufacturer’s Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the

rejection of its bid.

- 6. Clarification of Bidding Documents**
- 6.1 A interested Bidder requiring any clarification of the bidding Documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB



Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

## **10. Bid Form**

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

**11. Bid Prices** 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

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

**13. Documents Establishing Bidder's** 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

**Eligibility and**

**Qualification** 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

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

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

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

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

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

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

- (a) a detailed description of the essential technical and

performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

**15. Bid Security** 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
- (b) Irrevocable en-cashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract in accordance with ITB Clause 32;
  - or**
  - (ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of  
Validity of  
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and  
Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

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

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

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

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

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



obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 20. Late Bids** 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification and Withdrawal of Bids** 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by assigned confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

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

- 22. Opening of Bids by the Procuring agency** 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

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

**23. Clarification of Bids**

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

**24. Preliminary Examination**

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

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

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

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

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

**25. Evaluation and Comparison of Bids**

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

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

25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- (a) incidental costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at

the final destination.

(b) *Delivery schedule.*

(i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

**or**

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

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

**or**

(ii) The SCC stipulates the payment schedule offered by

the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

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

**or**

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

**or**

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

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

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



(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

**or**

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

**Alternative**

25.4 Merit Point System:

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

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

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

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

- 26. Contacting the Procuring agency**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

#### **F. Award of Contract**

- 27. Post-qualification**
- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is

determined to be qualified to perform the contract satisfactorily.

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

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

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

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

**31. Notification of Procuring Agency Award** 31.1 Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

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

**32. Signing of Contract**

32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will Send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

**33 Performance Security**

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

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

**34. Corrupt or Fraudulent Bidders/Suppliers/Contractors** 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as **Practices** under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

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

**Part One - Section II.**  
**General Conditions of Contract**



## Table of Clauses

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

## **General Conditions of Contract**

**1. Definitions** 1.1 In this Contract, the following terms shall be interpreted as indicated:

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

**2. Application** 2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

**3. Country of Origin**

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

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

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

**T**

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

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

5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

## **6. Patent Rights**

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

## **7. Performance Security**

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

(b) a cashier's or certified check.

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

## **8. Inspections and Tests**

8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

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

## **10. Delivery and Documents**

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



**11. Insurance** 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.

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

**13. Incidental Services** 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

**14. Spare Parts** 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

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

## **18. Change Orders**

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be

made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

**19. Contract Amendments**

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

**20. Assignment**

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

**21. Subcontracts**

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

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

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

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

**23. Liquidated**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or

## **Damages**

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

**24. Termination for Default** 24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those

undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24,

the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination for Insolvency** 26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent.

In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

**27. Termination for Convenience**

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the



Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes** 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

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

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

**31. Notices** 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

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

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

## **Notes on the Instructions to Bidders**

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

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

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

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

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

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

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

# **Sindh Public Procurement Regulatory Authority**

## **Bidding Documents**

**FOR**

**SUPPLY OF CONSTRUCTION/LINING MATERIAL  
FOR WATERCOURSES UNDER ADP SCHEME # 46  
(2017-18)**

**National Competitive Bidding**

**Pakistan**

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## **Procurement of Goods**

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

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

**DIRECTORATE ON FARM WATER MANAGEMENT SINDH  
HYDERABAD**

*Opposite to Agriculture Engineering Workshop Nareja Main Tando Muhammad Khan Road Hyderabad*

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## Table of Contents - Part Two

|                                                          |           |
|----------------------------------------------------------|-----------|
| <i>SECTION I. INVITATION FOR BIDS</i> .....              | <i>1</i>  |
| <i>SECTION II. BID DATA SHEET</i> .....                  | <i>2</i>  |
| <i>SECTION III. SPECIAL CONDITIONS OF CONTRACT</i> ..... | <i>4</i>  |
| <i>T ABLE OF CLAUSES</i> .....                           | <i>5</i>  |
| <i>SECTION IV. SCHEDULE OF REQUIREMENTS</i> .....        | <i>9</i>  |
| <i>SECTION V. TECHNICAL SPECIFICATIONS</i> .....         | <i>11</i> |
| <i>SECTION VI: PRICE SCHEDULES</i> .....                 | <i>27</i> |



DIRECTORATE  
ON FARM WATER MANAGEMENT  
SINDH HYDERABAD



OPPOSITE TO AGRICULTURE ENGINEERING WORKSHOP NAREJA MAIN TANDO MUHAMMAD KHAN ROAD  
HYDERABAD

Tel: 022-9260145, 022-9260439, FAX: 022-9260438, E-mail: dirofwm@yahoo.com

No.OFWM/WCD/ten/2017/2920,

Dated:- 22 / 12 / 2017

**NOTICE INVITING TENDER**

1. **Directorate On Farm Water management Sindh** invites sealed tenders from interested Suppliers for the supply of construction material for the scheme "Lining of watercourses of Watercourse # RD 10.5-L Akram Wah Hyderabad, Lining of Watercourses in Taluka Kashmir and Lining of Watercourse 3-BL Jam Branch(ADP No. 46 of 2017-18)

List of Items

| S No | Name of Item                                     | Bid Security                      | Tender Fee |
|------|--------------------------------------------------|-----------------------------------|------------|
| 1.   | Supply of construction material for watercourses | 2% of Estimated cost/offered rate | 3000/-     |

2. **Eligibility:** Valid Registration with tax authorities and having experience for supply of construction material.
3. **Method of Procurement. Single Stage Single Envelope**
4. **Bidding/Tender Documents:**
- (i) **Issuance:** Documents will be issued from date of publication till **15.01.2018** on payment of tender fee rupees **3000/-**
- (ii) **Submission:** Last date will be **16.01.2018** on or before **02:30 pm**
- (iii) **Opening:** will be opened on **16.01.2018** on **03:00pm**.
- (iv) **Place of issuance, submission, inquiries and opening will be:-**  
Address (Postal) Directorate On Farm water Management Sindh Hyderabad, Oposite to Agriculture Engineering Workshop Nareja Main Tando Muhammad Khan Road Hyderabad.  
Telephone Number(s) 022-9260145  
Fax Number 022-9260438  
E-mail Address (If available) dirofwm@yahoo.com
- (v) Tender Documents for **Un-responded tender items** will be again issued/ submitted/ opened on following dates:-  
**2<sup>nd</sup> Attempt:**  
(a) Issue date: **17-01-2018** during office hours  
(b) Submission & opening date **02-02-2018** on **02:30pm** and **30-08-2017** on **03:00 pm**
5. **Terms & Conditions.**
- (a) Under following conditions bid will be rejected:-  
(i) Conditional bids/tenders;  
(ii) Bids not accompanied by bid security of required amount and form;  
(iii) Bids received after specified date and time.  
(iv) Black listed firms.
- (b) **Bid validity Period: - 90 days**
- (c) Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010(updated 2013)
- (d) **Responsive Bidder is required to submit following documents with bid:**  
(i) List of similar assignments with cost under-taken over the past two years;  
(ii) Details of transport owned by Supplier;  
(iii) Financial Statement (summary) for the last three years and all applicable tax certificates.  
(iii) Affidavit that firm has never been black listed
- (e) In case of emergency/any unforeseen condition or circumstances the bids will be submitted and opened on next working day, the venue and time will remain the same.

**DIRECTOR**  
**On Farm Water Management**



## Bid Data Sheet

| <b>Introduction</b> |                                                                                                                                                                                                                                                                         |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ITB 1.1</b>      | Name of Procuring Agency of Government of Sindh.<br><b>Directorate On Farm Water Management Sindh Hyderabad</b>                                                                                                                                                         |
| <b>ITB 1.1</b>      | Loan or credit or Project allocation number. <b>ADP NO. 46(2017-18)</b>                                                                                                                                                                                                 |
| <b>ITB 1.1</b>      | Name of Project. Lining of watercourses of Watercourse # RD 10.5-L Akram Wah Hyderabad, Lining of Watercourses in Taluka Kashmore and Lining of Watercourse 3-BL Jam Branch (ADP No. 46 of 2017-18)                                                                     |
| <b>ITB 1.1</b>      | Name of Contract. <b>Supply of Construction Material for Watercourses under ADP Scheme No. 46(2017-18)</b>                                                                                                                                                              |
| <b>ITB 4.1</b>      | Name of Procuring agency. <b>Directorate On Farm Water Management Sindh Hyderabad</b>                                                                                                                                                                                   |
| <b>ITB 6.1</b>      | Procuring agency's address, telephone, telex, and facsimile numbers.<br>Address: Directorate On Farm Water Management Sindh, Opposite to agriculture engineering workshop Nareja, Main Tando Muhammad Khan Road Hyderabad<br>Telephone: 022-9260145<br>Fax: 022-9260438 |
| <b>ITB 8.1</b>      | Language of the bid. English                                                                                                                                                                                                                                            |

## Bid Price and Currency

**ITB 11.5** | The price shall be fixed,

## Preparation and Submission of Bids

|                     |                                                                                                                                                                                                                                                                                                                       |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ITB 13.3 (d)</b> | Qualification requirements.<br>i. List of similar assignments with cost under-taken over the past Two years;<br>ii. Details of transport owned by Supplier;<br>iii. Financial Statement (summary) for the last three years and all applicable tax certificates<br>iv. Affidavit that firm has never been black listed |
| <b>ITB 15.1</b>     | Amount of bid security. <span style="float: right;">2%</span>                                                                                                                                                                                                                                                         |
| <b>ITB 16.1</b>     | Bid validity period. <span style="float: right;">90 days</span>                                                                                                                                                                                                                                                       |
| <b>ITB 17.1</b>     | Number of copies. <span style="float: right;">One Original and One Photocopies</span>                                                                                                                                                                                                                                 |
| <b>ITB 18.2 (a)</b> | Address for bid submission. Directorate On Farm Water Management Sindh Hyderabad, Opposite to agriculture Engineering Workshop Nareja, Main Tando Muhammad Khan Road                                                                                                                                                  |

|                     |                                                                                                                                                                                                                                                      |                                                                                                        |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
|                     |                                                                                                                                                                                                                                                      | Hyderabad                                                                                              |
| <b>ITB 18.2 (b)</b> | IFB title and number.                                                                                                                                                                                                                                | Supply of construction material for watercourses in Sindh.<br>OFWM/WCD/ten/2017/2920, Dated 22.12.2017 |
| <b>ITB 19.1</b>     | Deadline for bid submission.                                                                                                                                                                                                                         | 16.01.2018                                                                                             |
| <b>ITB 22.1</b>     | Time, date, and place for bid opening.<br><b>Time : 03:00pm, Date: 16.01.2018</b><br><b>Place:</b> Directorate On Farm water Management Sindh Hyderabad, Opposite to Agriculture Engineering Workshop Nareja Main Tando Muhammad Khan Road Hyderabad |                                                                                                        |

### Bid Evaluation

|                 |                                                                                                   |
|-----------------|---------------------------------------------------------------------------------------------------|
| <b>ITB 25.3</b> | Criteria for bid evaluation.25.3(h)<br><br>1. Lowest submitted Bids will be treated as Best Bids. |
|-----------------|---------------------------------------------------------------------------------------------------|

|                     |                                                                                                                                                                                                                                                                                                                         |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ITB 25.4 (h)</b> | Details on the evaluation method or reference to the Technical Specifications.<br>All the details are listed in the Technical Specification section.<br>Suppliers should quote the prices of materials keeping in view all the details and specifications/standards shown in technical section(from page No. 12 to 26). |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Contract Award

|                 |                                                          |
|-----------------|----------------------------------------------------------|
| <b>ITB 29.1</b> | Percentage for quantity increase or decrease. <b>15%</b> |
|-----------------|----------------------------------------------------------|

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

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**Table of Clauses**

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|                                                         |   |
|---------------------------------------------------------|---|
| <i>1. DEFINITIONS (GCC CLAUSE 1)</i> .....              | 6 |
| <i>3. PERFORMANCE SECURITY (GCC CLAUSE 7)</i> .....     | 6 |
| <i>6. DELIVERY AND DOCUMENTS (GCC CLAUSE 10)</i> .....  | 7 |
| <i>11. PAYMENT (GCC CLAUSE 16)</i> .....                | 7 |
| <i>12. PRICES (GCC CLAUSE 17)</i> .....                 | 7 |
| <i>13. LIQUIDATED DAMAGES (GCC CLAUSE 23)</i> .....     | 8 |
| <i>14. RESOLUTION OF DISPUTES (GCC CLAUSE 28)</i> ..... | 8 |
| <i>15. GOVERNING LANGUAGE (GCC CLAUSE 29)</i> .....     | 8 |
| <i>16. NOTICES (GCC CLAUSE 31)</i> .....                | 8 |

## Special Conditions of Contract

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

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is:

**Directorate On Farm Water Management Sindh Hyderabad**

GCC 1.1 (h)—The Procuring agency's

country is: **Pakistan**

GCC 1.1 (i)—The Supplier is:

**An individual or company who can supply construction material for watercourses namely SR Cement, Hill sand, Crush Gravel, First Class Bricks, Iron Bar , Round penal Nuccas, Binding wire etc.**

GCC 1.1 (j)—The Project Site is:

All Districts of Sindh Province within 30 miles from district head quarter for all material except Pre-Cast Parabolic Segments i.e within 100 miles from nearest Pre-cast parabolic factory. In case the cartage increases from 30 miles a fix amount per mile will be given to the supplier. The fix amounts per mile are already included in price schedules.

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

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **5%** in form of Pay order/ Demand draft or Bank/Insurance Guarantee.

The amount for performance security will be returned after 30 days of receipt of Total Material received by concerned Assistant Director(F) and Deputy Director(F) of On farm Water management.

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

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

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

#### 5. Payment (GCC Clause 16)

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

##### **Payment for Construction/Lining Material supplied:**

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

- (i) **First Installment:** After supply of 40% of total material concerned Assistant Director (Field) and Deputy Director (Field) will issue receipt of 1<sup>st</sup> Installment payment i.e 40% of total material cost. On submission of such certificate, Director On Farm Water Management will issue payment of 1<sup>st</sup> Installment infavour of supplier.
- (ii) **Second Installment :**After supply of second 40% of total material concerned Assistant Director (Field) and Deputy Director (Field) will issue receipt of 2<sup>nd</sup> Installment payment i.e 40% of total material cost. On submission of such certificate, Director On Farm Water Management will issue payment of 2<sup>nd</sup> Installment in favour of supplier.
- (iii) **Third Installment:**After supply of last 20% of total material concerned Assistant Director (Field) and Deputy Director (Field) will issue receipt of 3<sup>rd</sup> Installment payment i.e 20% of total material cost. On submission of such certificate, Director On Farm Water Management will issue payment of 3<sup>rd</sup> Installment in favour of supplier.

All Payment shall be made in Pak Rupees on presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.



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

GCC 23.1—Applicable rate:**0.5% weekly**

Maximum deduction: **10%**

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

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

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

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

GCC 29.1—The Governing Language shall be:English

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

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

**The Employment of Children (ECA) Act 1991**  
**The Bonded Labour System (Abolition) Act of 1992**  
**The Factories Act 1934**

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

GCC 31.1—Procuring agency's address for notice purposes:  
Directorate On farm water Management Sindh  
Hyderabad, opposite to Agriculture Engineering  
workshop Nareja Main Tando Muhammad Khan  
road Hyderabad.

—Supplier's address for notice purposes:

## **Section IV. Schedule of Requirements**

## Schedule of Requirements

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

| # | Description                                                                             | Quantity           | Delivery schedule                 |
|---|-----------------------------------------------------------------------------------------|--------------------|-----------------------------------|
| 1 | First class burnt clay bricks(9'' x 4.5'' x 3'')<br>From Local market                   | As per requirement | Up to 30 <sup>th</sup> June 2018. |
| 2 | Hill Sand of approved quality for 1:2:4 concrete mix from Bolhari or equal standard.    | As per requirement | Up to 30 <sup>th</sup> June 2018. |
| 3 | Crush Gravel of approved quality for 1:2:4 concrete mix from petaro or equal standards. | As per requirement | Up to 30 <sup>th</sup> June 2018. |
| 4 | Binding wire from local market                                                          | As per requirement | Up to 30 <sup>th</sup> June 2018. |
| 5 | Iron Bar of 60 grade from local market                                                  | As per requirement | Up to 30 <sup>th</sup> June 2018. |
| 6 | Sulphate Resistant Cement(50 kg bag)from Lucky, Power,BlackBull or equal standards.     | As per requirement | Up to 30 <sup>th</sup> June 2018. |
| 7 | Round Penal Nuccas from local market                                                    | As per requirement | Up to 30 <sup>th</sup> June 2018. |

## **Section V. Technical Specifications**

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## Technical Specifications

### **GENERAL TECHNICAL SPECIFICATIONS**

The Procuring agency is interested in working on lining/construction of watercourses of wc# 10.5 akram wa district Hyderabad, 1-L Kandhkot Branch District Kashmore @ Kandhkot, PMC@23/24 RS District Kashmore @Kandhkot,3-BL Jam Branch,1-R Dal Minor,11-BR West Branch , to achieve this target PA is interested to procure construction material from local suppliers. Following list shows the materials to be procured for the lining of watercourses

- a. First class burnt clay bricks
- b. Hill Sand of approved quality for 1:2:4 concrete mix and 1:4 cement sand mortar
- c. Crush Gravel of approved quality for 1:2:4 concrete mix
- d. Cement Concrete Blocks
- e. Binding wire
- f. Iron Bar
- g. Sulphate Resistant Cement
- h. Round Penal Nuccas

For improvement /Lining/Construction of watercourses following alternatives are proposed.

1. Brick Lining.

Single Stage single envelope procurement method is adopted, in which all the suppliers should submit the following documents, if supplier(s) fails to provide any of the document(s) then the supplier will be disqualified from the bidding process.

- List of similar assignments with cost under-taken over the past Two years;
- Details of transport owned by Supplier;
- Financial Statement (summary) for the last three years and applicable tax certificates
- Affidavit that firm has never been black listed

Lowest submitted bid will be treated as best bids

Pre bid meeting will be held on 11.01.2018 at 11:00 am at opening place of bid.

**The Detailed Technical Specifications for each item/material to be supplied**  
**are as under;**

(a) **BRICKS**

Bricks are blocks of tempered clay moulded to suitable shapes and sizes while it is still in plastic condition, dried in the sun and burnt so as to make it stronger.

PA requires the bricks as supply item with following characteristics.

- a. Required size of bricks is 9'' x 4.5'' x 3''
- b. Bricks having first class burnt clay brick characteristics.
- c. Field Tests on Bricks: It is necessary to check the quality of brick before using it in any construction activities. There are some field tests that we can conduct in the field in order to check the quality of bricks. These tests are as follows.
  1. Water Absorption
  2. Visual inspection
  3. Efflorescence
  4. Hardness
  5. Soundness
  6. Structure

**1. Water Absorption**

5 bricks are taken and the bricks are weighed dry and the average dry weight of 5 bricks is calculated. Bricks are then immersed in water for a period of 24 hours. After 24 hours of immersion, bricks are weighed again and average of 5 bricks is calculated. The difference of the final average weight and initial average weight indicates the amount of water absorbed by the bricks. It should not in any case exceed 20 percent of average weight of dry bricks.

**2. Visual Inspection**

In this test bricks are closely inspected for its shape. The bricks of good quality should be uniform in shape and should have truly rectangular shape with sharp edges.

**3. Efflorescence**

This test should be conducted in a well ventilated room. The brick is placed vertically in a dish 30 cm x 20 cm approximately in size with 2.5 cm immersed in distilled water. The whole water is allowed to be absorbed by the brick and evaporated through it. After the bricks appear dry, a similar quantity of water is placed in the dish, and the water is allowed to evaporate as before. The brick is to be examined after the second evaporation and reported as follows:

- Nil: When there is no perceptible deposit of salt
- Slight: When not more than 10% of the area of brick is covered with salt
- Moderate: When there is heavy deposit covering 50% of the area of the brick but unaccompanied by powdering or flaking of the surface.
- Heavy: When there is heavy deposit covering more than 50% of the area of the brick accompanied by powdering or flaking of the surface.
- Serious: When there is heavy deposit of salts accompanied by powdering and/or flaking of the surface and this deposition tends to increase in the repeated wetting of the specimen.
- Bricks for general construction should not have more than slight to moderate efflorescence.



## 5. Hardness

In this test, a scratch is made on brick surface with the help of a finger nail. If no impression is left on the surface, brick is treated as to be sufficiently hard.

## 6. Soundness

Two bricks are taken, one in each hand, and they are struck with each other lightly. A brick of good quality should not break and a clear ringing sound should be produced.

## 7. Structure

A brick is broken and its structure is examined. It should be homogeneous, compact and free from any defects such as holes, lumps etc.

### (b) HILL SAND

It consists of small grains of silica and is formed by the disintegration of rocks caused by weather. The required sand should be as described in IS specification No. 1542-1960. The sand should be well graded, the whole of the sand shall pass through # 4 sieve(4.75mm) and between 2 and 10% shall pass through #100 sieve (.015mm), it shall be clean and free from lumps, soft and flaky particles, shale, alkali organic matter, loam, mica and other harmful substances. The sand shall be sharp cubical and hard dense and durable.

### Field Testing Of Sand

- i. Good sand should have coarse and angular grains of pure silica.
- ii. The grains of good sand should be hard ,strong and durable.
- iii. It should be well graded
- iv. It should not contain any organic matter

In Sindh normally sand from Bolhari is preferred but sand having equivalent standards is also acceptable.

### (c) CRUSH GRAVEL

These are obtained from river beds, quarries and sea shores, Being hard and and durable these are extensively used as coarse aggregate in the preparation of concrete.

### Field Tests for Crush Gravel

- i. Well graded and angular in shape
- ii. Sharp edges and hard in presence
- iii. Maximum Nominal size should be 20 mm-25mm

(c) **SULPHATE RESISTANT CEMENT**

It is prepared by maintaining the percentage of tricalcium aluminate below 6% which increases power against sulphates. It is used in construction exposed to severe sulphate action by water and soil in places like canals linings, culverts, retaining walls, siphons etc.

The required cement should be in 50 kg bag having equivalent specifications as Lucky cement, Power Cement, Black Bull etc. cement should not be exposed to humidity and direct sun light. The damp cement bags will not be accepted.

**Testing of cement**

- On opening the bag, there should be no lumps and colour should be greenish grey.
- Thrust hand in to cement bag, it must give cool feeling
- Take a pinch of cement and feel between fingers. It should be smooth feeling and not gritty feeling.
- Take some cement and through it in a bucket of water. The particles should float of the water surface for some time.
- Make paste and check strength. After pressing by thumb, the thumb impression will not be leveled on the paste after 24 hours period.
- Compressive strength after 28 days should be 6000 to 7600 psi.

(d) **IRON BARS**

Iron bars will be used for construction of culverts. The required size of the iron bar is 1/4'' of grade 60.

(e) **BINDING WIRE**

Binding wire also used for construction of culverts. A standard binding wire available in market is required.

(f) **ROUND PENAL NUCCAS:**

Nuccas are generally used in watercourses. Precast nuccas are available in following sizes and specifications in market.

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**Section VI. PRICE SCHEDULE**

## PRICE SCHEDULE -A WITH TARGETS FOR EACH DISTRICT

*AMOUNT IN MILLION*

| Sr. # | DISTRICTS      | 2017-18 |          | COST  | Total Cost   | 2% Bid Security | No. of watercourses offered by supplier | SD for offered watercourses |
|-------|----------------|---------|----------|-------|--------------|-----------------|-----------------------------------------|-----------------------------|
|       |                | Unit    | Add      |       |              |                 |                                         |                             |
|       | TANDO ALLAHYAR | #       | 1        | 5.292 | 5.292        | 0.11            |                                         |                             |
|       | HYDERABAD      | #       | 1        | 1.127 | 1.127        | 0.02            |                                         |                             |
|       | SANGHAR        | #       | 1        | 4.325 | 4.325        | 0.09            |                                         |                             |
|       | KASHMORE       | #       | 2        | 2.879 | 2.879        | 0.06            |                                         |                             |
|       | JAMSHORO       | #       | 1        | 1.83  | 1.830        | 0.04            |                                         |                             |
|       |                |         |          |       |              |                 |                                         |                             |
|       | <b>TOTAL</b>   | #       | <b>6</b> |       | <b>15.45</b> | <b>0.309</b>    |                                         |                             |

stamp and signature  
(material supplier)

**PRICE SCHEDULE-A(1) IN PAK RUPEES**

| Sr# | District               | Source                                | Item                              |                              |                                 |                                 |                                       |                            |                                |
|-----|------------------------|---------------------------------------|-----------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------------|----------------------------|--------------------------------|
|     |                        |                                       | SR Cement<br>50kg Per Beg<br>Rate | Hill Sand<br>100 Cft<br>Rate | Crush Gravel<br>100 Cft<br>Rate | Bricks<br>Per 1000 Nos.<br>Rate | C.C Block<br>6x8x12 Per Block<br>Rate | Iron Bar<br>Per Kg<br>Rate | Binding Wire<br>Per Kg<br>Rate |
| 1   | Sanghar                | District Head quarter within 30 miles |                                   |                              |                                 |                                 |                                       |                            |                                |
| 2   | Hyderabad              | District Head quarter within 30 miles |                                   |                              |                                 |                                 |                                       |                            |                                |
| 3   | Jamshoro               | District Head quarter within 30 miles |                                   |                              |                                 |                                 |                                       |                            |                                |
| 4   | T.Allahyar             | District Head quarter within 30 miles |                                   |                              |                                 |                                 |                                       |                            |                                |
| 5   | Kashmore @<br>Kandhkot | District Head quarter within 30 miles |                                   |                              |                                 |                                 |                                       |                            |                                |

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(material supplier)