

OFFICE OF THE
CHAIRMAN
TOWN COMMITTEE BADAH

No. TC/NIT/36
Badah dated:
Email: badahtown@gmail.com Cell # 0336-3151920

/of/2018
17 /Jan 2018

SAY NO TO CORRUPTION

Invitation for Bids

1. Sealed bids from eligible bidders, procurers, firms & companies are invited on single stage one envelop producer for the following works as per SPPRA procedure.

S.No.	Name of Work / Scheme and Location	Estimated Cost in Million	Earnest Money in Rs.	Tender Fee in Rs.	Time for Completion
1.	Construction of RCC Crosses in various Muhalla of Badah town	1.500	0.030	1000/	03 Months
2.	Construction of Paver Tile in Ward No.1 Badah Town	2.000	0.040	1000	03 Months
3.	Construction of Beef Market with Slaughter house at Town Committee Badah	1.500	0.030	1000/	03 Months
4.	Construction of Garaige for Vechicle for Town Committee Badah	5.000	0.100	3000/	05 Months

2. Interested eligible bidders may obtain further information and bidding documents from office of the undersigned.
3. The interested participants can purchase the tender documents on payment of tender fee for the work with effect from 22/01/2018 up to 09/02/2018 till 1.00 P.M.
4. The tenders will be received back on 12/02/2018 up to 1.30 P.M & will be opened on same date @ 2.00 PM in presence of tender opening/ evaluation committee in Office of the Chairman Town Committee Badah and bidders or their authorized representatives whosoever be present.
5. 2nd attempt issue 13-01-2018 to 23-2-2018 submission re-opening on 26-02-2018 1:00 pm /2:00 pm.
6. Eligibility criteria for intending participants is as under.
- Documentary evidence of works of same nature (PWD related works) of equivalent cost or above, executed during last three years, amount of financial turn over for last 03 years as per estimated cost along with certificate of satisfactory completion showing date of start and completion from employer.
 - List of works and copy of Letter of Award / Work Order of equivalent cost or above.
 - List of machinery and equipment available with documentary proof of its ownership.
 - Registration with Income Tax Department (NTN copy), Sindh Revenue Board, (sales tax registration) and copy of CNIC.
 - Undertaking on stamp paper that Firm is not involved in any litigation, Departmental rift, has abandoned or made unnecessary delay in completion of any work in the Government Departments.
 - The application shall accompany along with tender fee as shown against each work for purchase of bidding documents.
 - The 2% earnest money shall be submitted in the shape of Call Deposit issued from scheduled bank at the time of submission of bidding document in favor of undersigned.
 - Certificate of Bank showing credit worthiness along with last three years audited Bank Statement.
 - Affidavit to the effect that Firm has not been black-listed previously by any Executing Agency.
 - Affidavit to the effect that all documents/ particulars/ information furnished are true and correct.
 - Conditional tenders will not be entertained.

SPPRA INWARD DIARY

NO : 4745

DATED : 18-1-18

7. The undersigned and other competent authority reserves the right to reject any one or all the Bids as per provision of SPPRA Rules.


Chairman
Town Committee
Badah

C.C. for information to:

- Director Information (Advertisement) Information Department Government of Sindh, Karachi.
- Sindh Public Procurement Regulatory Authority, Barrack 8 Secretariat 4A Court Road Karachi Tel: 92-21-99205369 for hoisting on SPPRA's website.
- Deputy Commissioner Larkana.
- Director Local Govt: Larkana
- The Assistant Director LG Larkano.
- Procurement Committee Members (all) .
- Executive, PHE Division I, Larkano,
- Notice Board.

OFFICE OF THE CHAIRMAN, TOWN COMMITTEE, BADAH
ANNUAL PROCUREMENT PLAN
FINANCIAL YEAR 2017-2018

S.No	Name of Work	Quantity (Where Applicable)	Estimated Unit Cost (Where applicable) Million	Funds Allocated (In Million)	Source of Funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks
							1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
1	Construction of Paver Blocks in Ward No.1 Badah Town	District Larkana	-	2.000	Non ADPs From OZT/Own Source	Single Stage (One Envalope Procedure)	2.000	-	-	-do....
2	Construction of RCC Crosses in various Mkuhalla of Badah Town	District Larkana	-	1.500	Non ADPs From OZT/Own Source	Single Stage (One Envalope Procedure)	1.500	-	-	-do....
3	Construction of Beef Market, Slaughter house for Town Commiittee Badah	District Larkana	-	1.500	Non ADPs From OZT/Own Source	Single Stage (One Envalope Procedure)	1.500	-	-	-do....
4	Construction Garaige for Vehicles for Town Commiittee Badah	District Larkana	-	5.000	Non ADPs From OZT/Own Source	Single Stage (One Envalope Procedure)	5.000	-	-	-do....


CHAIRMAN
Town Committee Badah



No. SO-IV/(LG)/8-1/2017/LAR
GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi dated the 04th October, 2017

To,

The Chairman,
Town Committee Badah,
District Larkana.

SUBJECT: REQUEST FOR PERMISSION FOR DEVELOPMENT SCHEMES
TOWN COMMITTEE BADAH, DISTRICT LARKANA

I am directed to refer to your letter No. TCB/-244 of 2017 dated 09.08.2017, on the subject noted above and to convey the approval of Competent Authority regarding NIT of new Development (34) Schemes (**list attached**) Rs. 40.5 (Million) subject to include Fire Brigade and Garbage Vehicles for the year 2017-18 of Town Committee Badah District Larkana according to the SPPRA rules 2010, in accordance with the available OZT share subject to completion of all required codal formalities in this regard as per rules/policy.

Further necessary action may please be taken accordingly.

(LIAQUAT ALI MANGI)
SECTION OFFICER-IV

A Copy is forwarded for information to:-

1. The Director, Local Government, Larkano.
2. The Assistant Director, Local Fund Audit, Larkana.
3. The Town Officer Town Committee Badah.
4. P.S to Secretary, Local Government Department, Karachi.
5. P.A to Special Secretary, Local Government Department, Karachi.


SECTION OFFICER-IV



GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi dated the 02nd August, 2017



NOTIFICATION

O.SOIV (LG)/8-1/2016/LAR: With the approval of Competent Authority, a Procurement committee consisting on following for under taking Development Schemes for the year 2017-18 in Town Committee Badah, District Larkana is hereby constituted under Section-7 of SPPRA Rules, 2010:-

- | | |
|--|----------|
| 1. Town Officer, TC, Badah | Chairman |
| 2. Sub-Engineer, TC, Badah, | Member |
| 3. Assistant Engineer,
PHE Department Larkana | Member |

The Function and responsibilities of Procurement Committee shall be as under Section-8 of SPPRA Rule 2010):-

1. Preparing bidding documents.
2. Carrying out technical as well as financial evaluation of the bids.
3. Preparing evaluation report as provided in Rule 45.
4. Making recommendations for the award of contract to the competent authority, and
5. Perform any other function ancillary and incidental to the above.

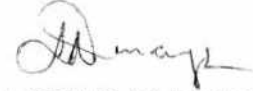
-: SECRETARY TO GOVT. OF SINDH:-

NO.SOIV (LG)/8-1/2017/LAR

Karachi, dated the 02nd August, 2017.

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

1. The Director, Sindh Public Procurement Regularity Authority, Karachi.
2. The Director, Local Government, Larkana.
3. The Assistant Director, Local Fund Audit, Larkana.
4. The Chairman / Town Officer, Town Committee Badah, District Larkana.
5. P.S to Secretary, Local Government Department Karachi.
6. Officers Concerned (Chairman/Members), Procurement Committee.
7. Office order file.


(LIAQUAT ALI MANGI)
SECTION OFFICER-IV



GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi dated the 02nd August, 2017

NOTIFICATION

W4533E
2.8.17
O.SOIV (LG)/7-1/2015/LAR: With the approval of Competent Authority, a Complaint Redressal Committee, is hereby constituted under Rule-31(1)(2) of SPPRA, Rules-2010, of Town Committee Badah, District Larkana during the year 2017-18:-

- | | |
|----------------------------|----------|
| 1. Chairman, TC, Badah | Chairman |
| 2. Town Officer, TC, Badah | Member |
| 3. Sub-Engineer, TC, Badah | Member |

The Function and responsibilities of Complaint Redressal Committee shall be under Rule-31(1) (2) of SPPRA Rule-2010:-

: SECRETARY TO GOVT. OF SINDH:-

NO.SOIV (LG)/8-1/2017/LAR

Karachi, dated the 02nd August, 2017

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

1. The Director, Sindh Public Procurement Regularity Authority, Karachi.
2. The Director, Local Government, Larkana.
3. The Assistant Director, Local Fund Audit, Larkana.
4. The Chairman / Town Officer, Town Committee Badah, District Larkana.
5. Officers Concerned (Chairman/Members), Complaint Redressal Committee.
6. Office order file.

(LIAQUAT ALI MANGI)
SECTION OFFICER-IV

BILL OF QUANTITIES

①

(A)

Construction of RCC Crosses in various Muhalla of Badah Town (under OZT funds)

S. #	Qty	Description and rate of Item to be executed at site	Rate	Unit	Amount
1	2	3	4	5	6

Part-I C.C Drains

- 1 Excavation in foundation of building bridges and other structures
i/c dag belling dressing refilling around the structures with excavated
earth watering ramming lead up to 5ft (b) in ordinary soil (G.S.I-18/ P/4)
391.50 cft @Rs 3176.25 P%0Cf Rs 1244

- 2 Cement concrete plain i/c placing compacting finishing
and curing complete i/c screening and washing of stone
aggregate without shuttering Ratio 1:4:8 (G.S.I-5(ii) P/17)
113.00 Cft @Rs 11288.75 P%Cft Rs 12756

- 3 Construction of standard open type drains cunette block of C.C 1:2:4 in
situ to the design profile i/c cost of mould as per drawing i/c applying
floating cost of cement 1/32" thick to the exposed face finished smooth
curing etc complete as per detailed drawing . (P.H.S.I No D, P/ 58)

Type A	100.0	Rft	@Rs 94.00	P-Rft	Rs 9400
Type B	70.0	Rft	@Rs 174.00	P-Rft	Rs 12180

- 4 Pacca brick work in foundation and plinth in cement sand mortar(1:6)
(G.S.I No. 4 (e) P/ 21)
333.75 cft @Rs 11948.36 P%Cft Rs 39878

- 5 Cement plaster (1:4) up to 20'height ½"thick (G.S.I-11(b) / P/52)
460.00 Sft @Rs 2283.93 P%Sft Rs 10506

- 6 R.C.C work i/c all labour and material except the cost of steel
reinforcement and its labour for bending and binding which will
be paid separately. This rate also includes all kinds of forms moulds
lifting shuttering curing rendering and finishing the exposed surface
i/c screening and washing of shingle (a) R.C work in roof slab beams
columns,rafts lintels & other structural members
laid in situ or precast laid in position complete in a respect. (i)
Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to ¼" gauge.
(G.S.I-6(a) P/17)
1955.35 Cft @Rs 337.00 P-Cft Rs 658952

- 7 Fabrication of mild steel reinforcement for cement concrete i/c
cutting bending laying in position making joints and fastening i/c
cost of binding wire also includes removal of rust from bars.
(G.S.I-8-b P/17)
78.56 Cwt @Rs 5001.70 P-Cwt Rs 392949

- 8 Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:2:4 (G.S.I-5 f P/15)

53.86 Cft

@Rs. 14429.25 P% Cft Rs 7772

Total: (A) Rs 1145636

Amount Total (a)

----- % above /below on the rates CSR

Amount to be added /deducted on the basis of premium quoted. TOTAL(b)

Total (A) = a+b in words & figure:

CONTRACTOR

Sub-Engineer
Town Committee
Badah

Town Officer
Town Committee
Badah

2

SCHEDULE (B)

(A)

**Construction of Paver Tile in various Muhalla of Ward No.1
Badah Town**

S.#	Qty	Item	Rate	Unit	Amount
-----	-----	------	------	------	--------

PAVER TILE

- 1 Supplying & filling pit sand under floor and plungging into wells
(CSI No.29P- 26)

2100.00 Cft @Rs 1141.25 P% Cft Rs 23966

- 2 Providing & fixing cement paving blocks of flooring having sixze
of 197x97x60mm) of city quddra/ cobble shape with natural colour
having strength b/w 5000 PSI to 8500 PSI i/c filling the joints with
hill sand and laying in specified manner / pattern and desing etc (
CSI No.71 P- 48)

8400 sft @Rs 223.97 P.sft Rs 1881348

Total: Rs 1905314

CONDITIONS

- 1 The contractor will have to remove the surplus excavated stff from the side of work
to out of town at his cost .
- 2 The Contractor arrange the materail for construction of work from the approved quarry as
shown in the estimate
- 3 No premum should be allowed on approved/Market rate.
- 4 Any Error or omission in the rats, description, Units shall be refferd to particular
schedule of rates.
- 5 No Cartage shall be paid seperately

Sub-Engineer

Town Commiittee
Badah

Town Officer

Town Committee
Badah

Chairman

Town Committee
Badah

SCHEDULE (B)

Name of work :- **DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF BEAF MARKET, SLAUGHTER HOUSE FOR TOWN COMMITTEE BADAH**

S.#	Item of work	Qty	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structures. I/c dag belling dressing refilling around the structures with excavated Earth watering ramming lead up to one chain and lift up to 5' (G.S.I. No. 18 P/ 04)	387.50 cft	@Rs: 3176.25	P%0 Cft	Rs: 1231
2	Cement concrete brick or stone ballast 1 1/2" to 2" gauge. (Ratio 1:4:8) (G.S.I No. 4 P/ 14)	984.60 cft	@Rs: 9416.28	P%Cft	Rs: 92713
3	Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering (Ratio 1:2:4) (G.S.I.No 5 P/ 15)	1425.00 cft	@Rs: 14429.25	P%Cft	Rs: 205617
4	Erection and removal of centering for R.C.C or plain C.C Work of Partal Wood 1 st class(vertical). (G.S.I.No. 19 P/ 17)	640.00 sft	@Rs: 3127.41	P%Sft	Rs 20015
5	Filling Watering and ramming earth in floor with new earth excavated from out side lead upto 1 chain and lift upto 5' (G.S.I No 22 P- 4)	1440.00 Cft	@Rs: 3630	P%0Cft	Rs: 5227
6	Pacca brick work in ground floor cement, sand, mortar (1:6) (G.S.I. No 5 P/ 20)	900.00 Cft	@Rs: 12674.36	P%Cft	Rs: 114069
7	R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for b/b which will be paid separately. This rate also i/c all kinds of forms moulds lifting, shutting, curing, rendering and finishing the exposed surface (i/c s/w of shingle) (a) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid in position complete in all respect. (1) Ratio 2:2:4 Lbs cement 2 Cft, sand 4 cft shingle 1/8" to 1/4" gauge. (G.S.I No. 6 P/ 16).	300.00 Cft	@Rs: 337	P/Cft	Rs: 101100
8	Fabrication of mild steel reinforcement for C.C i/c cutting, bending, laying in position making joints and fastening i/c cost of binding wire (also i/c removal of rust from bars).(G.S.I No 8 P/ 16)	12.05 Cwt	@Rs: 5001.7	P/Cwt	Rs: 60270

9 Providing and laying 3" thick to toping Cement Concrete (1:2:4) I/c surface, finishing and dividing in to panel (GSI No. 16 P/42)

48.00 Sft @Rs: 4411.82 P%Sft Rs: 2118

10 Cement, Plaster (1:6) up to 12' height ½" thick (G.S.I. No.13 P/51)

1200 Sft @Rs 2197.52 P%Sft Rs: 26370

12 Cement, Pointing struck joint on walls (1:3) (G.S.I. No.19 P/52)

1200 Sft @Rs 1213.58 P%Sft Rs: 14563

18 White washing of three coats (G.S.I. No.26 P/53)

780 Sft @Rs 829.95 P%Sft Rs: 6474

19 White washing of One coat (G.S.I. No.26 P/53)

1200 Sft @Rs 416.63 P%Sft Rs: 5000

20 Color Washing (2 coats) (G.S.I.No:25, P/53).

2400 Sft @Rs 859.90 P%Sft Rs: 20638

21 Barrow pit excavation undressed lead upto 100 ft:

9600 cft @Rs 2117.50 P%ocft Rs: 20328

22 Earth work compaction

9600 cft @Rs 263.00 P%ocft Rs: 2525

23 Extra for every 50 ft: additional lead or part there of

9600 cft @Rs 5039.00 P%ocft Rs: 48374

Total Rs: 773111

CONDITIONS

1 The contractor will have to remove the surplus excavated stff from the side of work to out of town at his cost .

2 The Contractor arrange the materail for construction of work from the approved quarry as shown in the estimate

3 No premum should be allowed on approved/Market rate.

4 Any Error or omission in the rats, description, Units shall be refferd to particular schedule of rates.

5 No Cartage shall be paid seperately

Sub-Engineer

Town Committee
Badah

Town Officer

Town Committee
Badah

SCHEDULE (B)

Name of work :-

DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF GARRIAGE OF VEHICLES FOR TOWN COMMITTEE BADAH

S.#	Item of work	Qty	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structures. I/c dag belling dressing refilling around the structures with excavated Earth watering ramming lead up to one chain and lift up to 5' (G.S.I. No. 18 P/ 04)	3007.50 cft	@Rs: 3176.25	P%0 Cft	Rs: 9553
2	Cement concrete brick or stone ballast 1 1/2" to 2" gauge. (Ratio 1:4:8) (G.S.I No. 4 P/ 14)	789.60 cft	@Rs: 9416.28	P%Cft	Rs: 74351
3	Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering (Ratio 1:3:6) (G.S.I.No 5 P/ 15)	3750.00 cft	@Rs: 12595.0	P%Cft	Rs: 472313
4	Erection and removal of centering for R.C.C or plain C.C Work of Partial Wood 1 st class(vertical). (G.S.I.No. 19 P/ 17)	3240.00 sft	@Rs: 3127.41	P%Sft	Rs 101328
5	Filling Watering and ramming earth in floor with new earth excavated from out side lead upto 1 chain and lift upto 5' (G.S.I No 22 P- 4)	10800.00 Cft	@Rs: 3630	P%0Cft	Rs: 39204
6	Pacca brick work in ground floor cement, sand, mortar (1:6) (G.S.I. No 5 P/ 20)	5625.00 Cft	@Rs: 12674.36	P%Cft	Rs: 712933
7	R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for b/b which will be paid separately. This rate also i/c all kinds of forms moulds lifting, shutting, curing, rendering and finishing the exposed surface (i/c s/w of shingle) (a) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid in position complete in all respect. (I) Ratio 2:2:4 Lbs cement 2 Cft, sand 4 cft shingle 1/8" to 1/4" gauge. (G.S.I No. 6 P/ 16).	2925.00 Cft	@Rs: 337.0	P/Cft	Rs: 985725
8	Fabrication of mild steel reinforcement for C.C i/c cutting, bending, laying in position making joints and fastening i/c cost of binding wire (also i/c removal of rust from bars).(G.S.I No 8 P/ 16)	117.52 Cwt	@Rs: 5001.7	P/Cwt	Rs: 587800
9	Providing and laying 3" thick to topping Cement Concrete (1:2:4) I/c surface, finishing and dividing in to panel (GSI No. 16 P/42)	216.00 Sft	@Rs: 4411.82	P%Sft	Rs: 9530

10 Cement, Plaster (1:6) up to 12' height ½" thick (G.S.I. No.13 P/51)			
10800 Sft	@Rs: 2206.6	P%Sft	Rs: 238313
11 Cement, Plaster (1:4) up to 12' height 3/8" thick (G.S.I. No.11 P/51)			
10800 Sft	@Rs: 2197.52	P%Sft	Rs: 237332
12 Cement, Pointing struck joint on walls (1:3) (G.S.I. No.19 P/52)			
14175 Sft	@Rs: 1213.58	P%Sft	Rs: 172025
18 White washing of three coats (G.S.I. No.26 P/53)			
6562.50 Sft	@Rs 829.95	P%Sft	Rs: 54465
19 White washing of One coat (G.S.I. No.26 P/53)			
Qty: of item No. 11	10800 Sft		
10800 Sft	@Rs 416.63	P%Sft	Rs: 44996
20 Color Washing (2 coats) (G.S.I.No:25, P/53).			
24975 Sft	@Rs 859.90	P%Sft	Rs: 214760
21 Barrow pit excavation undressed lead upto 100 ft:			
3000 cft	@Rs 2117.50	P%ocft	Rs: 6353
22 Earth work compaaction			
3000 cft	@Rs 263.00	P%ocft	Rs: 789
23 Extra for every 50 ft: additional lead or part there of			
3000 cft	@Rs 5039.00	P%ocft	Rs: 15117
		Total	Rs: 3976886

CONDITIONS

- 1 The contractor will have to remove the surplus excavated stff from the side of work to out of town at his cost .
- 2 The Contractor arrange the materail for construction of work from the approved quarry as shown in the estimate
- 3 No premum should be allowed on approved/Market rate.
- 4 Any Error or omission in the rats, description, Units shall be refferd to particular schedule of rates.
- 5 No Cartage shall be paid seperately

(Contractor)

Town Officer

Town Committee
Badah

Chairman
Town Committee
Badah

OFFICE OF THE CHAIRMAN, TOWN COMMITTEE, BADAH
ANNUAL PROCUREMENT PLAN
FINANCIAL YEAR 2017-2018

S.No	Name of Work	Quantity (Where Applicable)	Estimated Unit Cost (Where applicable) Million	Funds Allocated (In Million)	Source of Funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks
							1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
1	Construction of Paver Blocks in Ward No.1 Badah Town	District Larkana	-	2.000	Non ADPs From OZT/Own Source	Single Stage (One Envalope Procedure)	2.000	-	-	-do....
2	Construction of RCC Crosses in various Mkuhalla of Badah Town	District Larkana	-	1.500	Non ADPs From OZT/Own Source	Single Stage (One Envalope Procedure)	1.500	-	-	-do....
3	Construction of Beef Market, Slaughter house for Town Commiittee Badah	District Larkana	-	1.500	Non ADPs From OZT/Own Source	Single Stage (One Envalope Procedure)	1.500	-	-	-do....
4	Construction Garaige for Vehicles for Town Commiittee Badah	District Larkana	-	5.000	Non ADPs From OZT/Own Source	Single Stage (One Envalope Procedure)	5.000	-	-	-do....

CHAIRMAN
Town Committee Badah

SPPRA BIDDING DOCUMENT

OFFICE OF THE
TOWN COMMITTEE
BADAH

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.50 MILLION)

Name Of Scheme:

Name of Contractor/ firm:

Dr No & Date of Issue:

Call Deposit Receipt No: Date:

Amount Rs:

**Chairman
Town Committee
Badah**

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out; he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

BIDDING DATA

(This section should be filled in by the Executive Engineer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Chairman Town Committee Badah

(b). Brief Description of Works:- _____

(c). Procuring Agency's address:- Chairman Town Committee Badah

(d). Estimated Cost:- _____ (Million)

(e). Amount of Bid Security:- _____ (Million)

(f). Period of Bid Validity (days):- _____ (Not more than sixty days).

(g). Security Deposit :-(including bid security):- 10% Rs: Million

(h). Percentage, if any, to be deducted from bills:- 8% Rs: Million

(i). Deadline for Submission of Bids along with time:- 12/02/2018 @ 1.30 P.M

(j). Venue, Time, and Date of Bid Opening:- Office of the Chairman Town Committee
Badah 2:0 PM 12/02/2018

(k). Time for Completion from written order of commence: - 03 Months.

(L). Liquidity damages:- _____

(m). Call Deposit Receipt No: Date:

Amount Rs:

**Chairman
Town Committee
Badah**

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Executive Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/ Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) Contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Engineer has power to adopt any of the following courses as may deem fit:-

- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) To finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) However, the contractor can claim for the work done at site duly certified by the executive Engineer in writing regarding the performance of such work and has not been paid.

Executive Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Executive Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Executive Engineer in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions, as aforesaid.

Clause - 7: Payments.

- (A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Executive Engineer in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Executive Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Executive Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Executive Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Executive Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Executive Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Executive Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Executive Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) Uncorrected Defects:
 - (i) In the case of any such failure, the Executive Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- (ii) If the Executive Engineer considers that rectification/ correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

- (A) **Inspection of Operations.** The Executive Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Executive Engineer shall give the contractor reasonable notice of the intention of the Executive Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense; and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Executive Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Executive Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15: Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Executive Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause - 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Executive Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions; hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause-17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Executive Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Executive Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

(B) Secured Advance against materials brought at site.

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/ utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Executive Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Town Officer
Town Committee
Badah

Contractor

Chairman
Town Committee
Badah

PUBLIC HEALTH ENGINEERING DIVISION-I

LARKANO

BIDDING DOCUMENTS

FOR

***Construction of Gariage for Vehicle for Town
Committee Badah .***

5.000 Millions

Name of Contractor/ firm:

Dr No & Date of Issue:

Call Deposit Receipt No: Date:

Amount Rs:

Chairman
Town Committee Badah

Preface

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

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

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

Table of Contents- Part One

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 Clauses

A. INTRODUCTION.....	4
1. SOURCE OF FUNDS.....	4
2. ELIGIBLE BIDDERS.....	4
3. ELIGIBLE GOODS AND SERVICES.....	5
4. COST OF BIDDING.....	5
B. THE BIDDING DOCUMENTS.....	5
5. CONTENT OF BIDDING DOCUMENTS.....	5
6. CLARIFICATION OF BIDDING DOCUMENTS.....	6
7. AMENDMENT OF BIDDING DOCUMENTS.....	6
C. PREPARATION OF BIDS.....	6
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
D. SUBMISSION OF BIDS.....	11
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
E. OPENING AND EVALUATION OF BIDS.....	12
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
F. AWARD OF CONTRACT.....	18
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 prohibit a withdrawal from the allocate fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocate fund proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or in directly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the

- any government organization in accordance with sub clause 34.1
- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, here in after referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

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

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

C. Preparation of Bids

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

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

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

10. Bid Form

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

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices, if applicable. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

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

**13. Documents
Establishing
Bidder's**

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

Eligibility and Qualification

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract fits bid is accepted shall establish to the Procuring agency's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carryout the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

- 14.1 PursuanttoITBClause9,theBiddershallfurnish,aspartofits bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and

performance characteristics of the goods;

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

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

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
 - (b) irrevocable en-cashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.

- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged up on the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of
Validity of
Bids**

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

**17. Format and
Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
17. The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

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

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

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DONOTOPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

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

19. Deadline for Submission of Bids

19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

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

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

E. Opening and Evaluation of Bids

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

- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination**
- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor in formality, non conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25. Evaluation and Comparison of Bids

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.

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

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

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

(a) incidental costs

(b) delivery schedule offered in the bid;

(c) deviations in payment schedule from that specified in the Special Conditions of Contract;

(d) the cost of components, mandatory spare parts, and service;

(e) the availability Procuring agency of spare part-and after-sales services for the equipment offered in the bid;

(f) the projected operation and maintenance costs during the life of the equipment;

(g) the performance and productivity of the equipment offered; and/or

(h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

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

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

the final destination.

(b) *Delivery schedule.*

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

or

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

or

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

(c) *Deviation in payment schedule.*

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

or

(ii) The SCC stipulates the payment schedule offered by

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

(d) *Cost of spare parts.*

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

or

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

or

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

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

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

(f) *Operating and maintenance costs.*

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

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

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

or

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

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

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

Alternative

25.4 Merit Point System:

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

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

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

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

- 26. Contacting the Procuring agency**
- 26.1 SubjecttoITBClause23,noBiddershallcontacttheProcuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional in formation to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 27. Post-qualification**
- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take in to account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3,aswellassuchotherinformationastheProcuringagency deems necessary and appropriate.
- 27.3 An affirmative determination will be a pre requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28. Award Criteria**
- 28.1 SubjecttoITBClause30,theProcuringagencywillawardthe contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is

- determined to be qualified to perform the contract satisfactorily.
- 29. Procuring agency's Right to Vary Quantities at Time of Award**
- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids**
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without there by incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to
The Procuring agency.
- 33 Performance Security**
- 33.1 Within twenty(20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and for feature of the bid

34. Corrupt or Fraudulent Practices

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

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

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

Part One - Section II.
General Conditions of Contract

Table of Clauses

1. DEFINITIONS.....	23
2. APPLICATION.....	23
3. COUNTRY OF ORIGIN.....	24
4. STANDARDS.....	Error! Bookmark not defined.
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.

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

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

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

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

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

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

6. Patent Rights

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

7. Performance Security

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

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

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

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

(b) a cashier's or certified check.

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

8. Inspections and Tests

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

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

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

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

9. Packing

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

10. Delivery and Documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare Parts

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

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

15. Warranty

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

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

16. Payment

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

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

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

16.4 The currency of payment is Pak. Rupees.

17. Prices

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

18. Change Orders

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

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

(b) the method of shipment or packing;

(c) the place of delivery; and/or

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

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

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

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 Sub contracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

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

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

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

23. Liquidated

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

Damages

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

24. Termination for Default

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

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

For the purpose of this clause:

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

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

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

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC clauses 22, 23, and 24, the Supplier shall not be liable for failure of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency**
- 26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
- 27. Termination for Convenience**
- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty(30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the

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

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

28. Resolution of Disputes

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

32. Taxes and Duties

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

Notes on the Instructions to Bidders

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

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

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

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

Notes on the General Conditions of Contract

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

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

SCHEDULE (B)

Name of work :-

DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF
GARRIAGE OF VEHICLES FOR TOWN COMMITTEE BADAH

S.#	Item of work	Qty	Rate	Unit	Amount
1	Excavation in foundation of building bridges and other structures. I/c dag belling dressing refilling around the structures with excavated Earth watering ramming lead up to one chain and lift up to 5' (G.S.I. No. 18 P/ 04)				
	3007.50 cft		@Rs: 3176.25	P%0 Cft	Rs: 9553
2	Cement concrete brick or stone ballast 1 1/2" to 2" gauge. (Ratio 1:4:8) (G.S.I No. 4 P/ 14)				
	789.60 cft		@Rs: 9416.28	P%Cft	Rs: 74351
3	Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering (Ratio 1:3:6) (G.S.I.No 5 P/ 15)				
	3750.00 cft		@Rs: 12595.0	P%Cft	Rs: 472313
4	Erection and removal of centering for R.C.C or plain C.C Work of Partal Wood 1 st class(vertical). (G.S.I.No. 19 P/ 17)				
	3240.00 sft		@Rs: 3127.41	P%Sft	Rs 101328
5	Filling Watering and ramming earth in floor with new earth excavated from out side lead upto 1 chain and lift upto 5' (G.S.I No 22 P- 4)				
	10800.00 Cft		@Rs: 3630	P%0Cft	Rs: 39204
6	Pacca brick work in ground floor cement, sand, mortar (1:6) (G.S.I. No 5 P/ 20)				
	5625.00 Cft		@Rs: 12674.36	P%Cft	Rs: 712933
7	R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for b/b which will be paid separately. This rate also i/c all kinds of forms moulds lifting, shutting, curing, rendering and finishing the exposed surface (i/c s/w of shingle) (a) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or pprecast laid in position complete in all respect. (I) Ratio 2:2:4 Lbs cement 2 Cft, sand 4 cft shingle 1/8" to 1/4" gauge. (G.S.I No. 6 P/ 16).				
	2925.00 Cft		@Rs: 337.0	P/Cft	Rs: 985725
8	Fabrication of mild steel reinforcement for C.C i/c cutting, bending, laying in position making joints and fastening i/c cost of binding wire (also i/c removal of rust from bars).(G.S.I No 8 P/ 16)				
	117.52 Cwt		@Rs: 5001.7	P/Cwt	Rs: 587800
9	Providing and laying 3" thick to topping Cement Concrete (1:2:4) I/c surface, finishing and dividing in to panel (GSI No. 16 P/42)				
	216.00 Sft		@Rs: 4411.82	P%Sft	Rs: 9530

10 Cement, Plaster (1:6) up to 12' height 1/2" thick (G.S.I. No.13 P/51)			
10800 Sft	@Rs: 2206.6	P%Sft	Rs: 238313
11 Cement, Plaster (1:4) up to 12' height 3/8" thick (G.S.I. No.11 P/51)			
10800 Sft	@Rs: 2197.52	P%Sft	Rs: 237332
12 Cement, Pointing struck joint on walls (1:3) (G.S.I. No.19 P/52)			
14175 Sft	@Rs: 1213.58	P%Sft	Rs: 172025
18 White washing of three coats (G.S.I. No.26 P/53)			
6562.50 Sft	@Rs 829.95	P%Sft	Rs: 54465
19 White washing of One coat (G.S.I. No.26 P/53)			
Qty: of item No. 11	10800 Sft		
10800 Sft	@Rs 416.63	P%Sft	Rs: 44996
20 Color Washing (2 coats) (G.S.I.No:25, P/53).			
24975 Sft	@Rs 859.90	P%Sft	Rs: 214760
21 Barrow pit excavation undressed lead upto 100 ft:			
3000 cft	@Rs 2117.50	P%ocft	Rs: 6353
22 Earth work compaaction			
3000 cft	@Rs 263.00	P%ocft	Rs: 789
23 Extra for every 50 ft: additional lead or part there of			
3000 cft	@Rs 5039.00	P%ocft	Rs: 15117
		Total	Rs:3976886

CONDITIONS

- 1 The contractor will have to
- 2 The Contractor arrange the
- 3 No premum should be allowed on approved/Market rate.
- 4 Any Error or omission in the rats, description, Units shall be refferd to particular schedule of rates.
- 5 No Cartage shall be paid seperately

Sub-Engineer

Town Commiittee
Badah

Town Officer

Town Committee
Badah

Chairman

Town Committee
Badah