



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

**Jacobabad Municipal Services Program**

**(Contract Package SL-01)  
Procurement Supply & Installation of Solar Street Lights  
in  
Water Filter Plant of Jacobabad**

**VOLUME- I (A)  
(TECHNICAL OFFER)**

**BIDDING DOCUMENTS**

**NOTICE INVITING TENDER  
INSTRUCTIONS TO BIDDERS  
BIDDING DATA  
FORM OF BID AND SCHEDULE OF BID INCLUDING BOQ  
FORMS  
DRAWINGS  
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**December, 2019**

**Issued to: \_\_\_\_\_**

**Dated: \_\_\_\_\_**

**P.O: \_\_\_\_\_**

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# **INVITATION FOR BID**

**Notice Inviting Tender**  
**FOR VARIOUS TENDERS OF MSDP**  
**EM-17, WS-18 & SL-01**  
**(Single Stage- 2 Envelope Procedure of SPPRA)**

1. The Program Management Unit (PMU), Sindh MSDP; P&D Department, Government of Sindh has received a grant from the USAID towards the cost of improvement of water supply, waste water & solid waste infrastructure at Jacobabad, leading to measurable improvement of governance and health outcomes and it is intended that part of the proceeds of the grant will be applied to eligible payments under the contract for the following contract packages:

**A- CONSTRUCTION TENDER**

Contract Package	Pakistan Engineering Council (PEC)	Estimated Cost	Bid Securities
<b>WS-18</b> <b>REHABILITATION WORK OF EXISTING WATER SUPPLY LAGOONS</b>	Pakistan Engineering Council (PEC) in the category <b>C4</b> or above & registered with the relevant tax authorities including SRB.  <b>CE-09 &amp; CE-10</b>	The estimated cost for the Contract Package is <b><u>Rs. 207.00 Million</u></b>	<b>2% of Bid Price</b> (Pak Rupees <b>0.5 Million</b> with the <b>Technical Offer</b> and remaining amount out of 2% with the <b>Financial Offer</b> , either in the shape of Call Deposit, Demand Draft/Pay Order or Bank Guarantee in favor of <b>“The Program Director, Sindh MSDP”</b> .  (Refer Biding Data)

**B- SUPPLY OF EQUIPMENT TENDER**

Contract Package	Pakistan Engineering Council (PEC)	Estimated Cost	Bid Securities
<b>EM-17</b> <b>PROCUREMENT OF EQUIPMENT AND MACHINERY FOR SEWERS AND DRAINS CLEANING</b>	Pakistan Engineering Council (PEC) in the category <b>C6</b> or above & registered with the relevant tax authorities including SRB.  <b>ME-06</b>	The estimated cost for the Contract Package is <b><u>Rs. 25.00 Million</u></b>	<b>2% of Bid Price</b> (Pak Rupees <b>0.5 Million</b> with the <b>Technical Offer</b> and remaining amount out of 2% with the <b>Financial Offer</b> , either in the shape of Call Deposit, Demand Draft/Pay Order or Bank Guarantee in favor of <b>“The Program Director, Sindh MSDP”</b> .  (Refer Biding Data)

**C- SUPPLY & INSTALLATION OF SOLAR LIGHTS TENDER**

Contract Package	Pakistan Engineering Council (PEC)	Estimated Cost	Bid Securities
<b>SL-01</b> <b>PROCUREMENT SUPPLY &amp; INSTALLATION OF SOLAR LIGHTS IN WATER FILTER PLANT OF JACOBABAD</b>	Pakistan Engineering Council (PEC) in the category <b>C6</b> or above & registered with the relevant tax authorities including SRB. <b>CE-10 &amp; EE-11</b>	The estimated cost for the Contract Package is <b><u>Rs. 33.00 Million</u></b>	<b>2% of Bid Price</b> (Pak Rupees <b>0.5 Million</b> with the <b>Technical Offer</b> and remaining amount out of 2% with the <b>Financial Offer</b> , either in the shape of Call Deposit, Demand Draft/Pay Order or Bank Guarantee in favor of <b>“The Program Director, Sindh MSDP”</b> .  (Refer Biding Data)

2. The PMU, USAID- Sindh MSDP invites all interested contracting firms/ contractors’ joint ventures/ consortium, having a demonstrable experience in public sector.
3. The interested participants may obtain further information including Eligibility/Minimum Qualification Criteria and acquire the complete set of Bidding documents from the following office of the Procuring Agency during working hours from the **(Friday) 20<sup>th</sup> December 2019 To (Wednesday) 8<sup>th</sup> January 2020** on submission of a written application personally or through authorized representative from the above office on payment of a fees of Rs. 3000/- (non-refundable) in shape of Call Deposit/Pay Order/Demand Draft in favor of **The Program Director , Sindh MSDP**. In other case the bidding documents including Pre Bid Minutes can be downloaded from SPPRA /PPMS website [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) & as well as <http://msdp.gos.pk/> and can be dropped on the given date & time place in this NIT along with a pay order of tender cost as mentioned above otherwise tender will be rejected. All Pay orders should have validity of at least 04 Months from the day of submission to MSDP. Please note that the bidding documents will not be sent through post/courier.
4. The validity of the Bid must be of 90 days. This can be extended for further 90 days in compliance of SPP Rules 2010(Amended 2019).
5. The Bid shall be Single Stage Two Envelope procedure. Each envelop should consist of technical and financial proposal separately; and every envelope must be clearly marked. Those Technical Bids which comply all eligibility criteria including obtaining 70% or above marks during evaluation against qualification criteria will be declared as Substantial responsive bidder. The eligibility and qualification criteria are included in the bidding document. Otherwise they will be declared as Rejected and their sealed financial bids will be returned Un-Opened. The financial bids of all substantial responsive technical bids will be opened and financially evaluated.
6. All applying firms must be registered with all applicable tax agencies, i.e. Income tax, Sales tax, SRB etc. (Provide relevant documents).
7. The competent authority reserves the right to reject all or any bid, there off if the forms provided in the bidding documents are not duly filled (Along with sign & signature of the bidders) or submitted without relevant documents & the bids are not found in accordance with SPPRA rules 2010 (Amended 2019).
8. Prices should include all applicable taxes.
9. Bidders should provide undertakings on a stamp paper of Rs.100/- for confirmation of non-blacklisting and no litigation with technical proposal as well as integrity pact.
10. One original and One copy of documents are required.
11. In case, last date of last date of sale/ submission & opening is declared as a public holiday by the Government or non-working day due to any reason, the next working day shall be deemed to be the last date of sale/ submission and opening of tenders accordingly. The time and venue shall remain the same.
12. Tender documents must be delivered to the above address on or before **02:30 PM on (Monday), 13<sup>th</sup> January, 2020.**
13. Bids will be opened at **03:00 PM on (Monday) 13<sup>th</sup> January 2020** by the Procurement Committee in presence of the bidders or their authorized representatives who choose to attend at the same.

14. Pre bid meeting will be held on **(Tuesday) 31<sup>st</sup> December 2019** in the PMU office at 03:00pm.
15. Site visit will be facilitated by the staff of MSDP/PSU at Jacobabad during office working hours from on any week days from Monday – Friday.

**Focal PSU Officer:**

**Focal PMU Officer:**

**Mr. Tufail Ahmed Soomro (0333-7318909)**

**Mr. Yahya Noor Ansari (021-35810016-18)**

16. In case of Non-Participation/Non-Response in any tender, the next date of bids submission/bid opening will be **(Thursday) 30<sup>th</sup> January 2020** at 2:30PM and 3:00 PM respectively. The place/venue of tender submission and opening will remain same. The tender's document will also be available for sale from **Tuesday 14<sup>th</sup> January 2020** to **(Tuesday) 28<sup>th</sup> January 2020.**
17. Procuring agency reserves the right to annul the bidding process and reject any or all bids or proposals, as per SPP Rules 2010(amended 2019).

**Program Director  
MSDP Sindh-USAID  
House No. D-18, Block-2,  
Kehkashan, Clifton,  
Karachi**

# **INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called “the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### **1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data Towards the cost of the project/scheme.

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

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

b) Duly pre-qualified/enlisted with the Employer.  
In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract

c) If prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) Company profile;
- (ii) Works of similar nature and size for each performed in last 3/5 years;
- (iii) Construction equipment's;
- (iv) Qualification and experience of technical personnel and key site management;
- (v) Financial statement of last 3 years;
- (vi) Information regarding litigations and abandoned works if any.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25). .



## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be Performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security,
  - (ii) Form of Performance Security,
  - (iii) Form of Contract Agreement,
  - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to successful queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

### **IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).**

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by an interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency. May at its discretion extend the deadline for submission of Bids.

## **C. PREPARATION OF BIDS**

### **IB.7 Language of Bid**

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

### **IB.8 Documents Comprising the Bid**

8.1 The Bid submitted by the bidder shall comprise the following components:

- (a) Offer /Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

### **IB.9 Sufficiency of Bid**

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

### **IB.10 Bid Prices, Currency of Bid and Payment**

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, 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.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

## **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

## **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call/ Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost SPP Rule 37).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
  - (a) If a bidder withdraws his bid during the period of bid validity; or
  - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) In the case of a successful bidder, if he fails within the specified time limit to:
    - (i) Furnish the required Performance Security or
    - (ii) Sign the Contract Agreement.

## **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
- (a) Be addressed to the Procuring Agency at the address provided in the Bidding Data;
  - (b) Bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - (d) In addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5(a).

## E. BID OPENING AND EVALUATION

### IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/ 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 price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/ Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determining the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.
- If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

#### **(A). Major (material) Deviations include:-**

- (i) Has been not properly signed;
- (ii) Is not accompanied by the bid security of required amount and manner;
- (iii) Stipulating price adjustment when fixed price bids were called for;
- (iv) Failing to respond to specifications;
- (v) Failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) Sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;

- (vii) Refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) Taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) A material deviation or reservation is one:
  - (a) Which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/ Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

(a) Technical Evaluation:

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/ Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) Excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/ Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/ Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in “**Corrupt and Fraudulent Practices**” means either one or any combination of the practices given below SPP Rule2(q);

- (i) “**Coercive Practice**” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) “**Collusive Practice**” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) “**Fraudulent Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## F. AWARD OF CONTRACT

### IB.18. Post Qualification

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

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

18.2 The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders’ qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

### IB.19 Award Criteria & Procuring Agency’s Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.

- 19.2 Notwithstanding IB.19.1, 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 award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

#### **IB.20 Notification of Award & Signing of Contract Agreement**

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (“Letter of Acceptance”) that his bid has been accepted (**SPP Rule 49**).
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.35% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

#### **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within Three days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
  - (2) Form of Contract and letter of Award;
  - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

#### **IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).



# **BIDDING DATA**

## BIDDINGDATA

(This section should be filled in by the Engineer / Procuring Agency be for issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Reference to Instructions to Bidders	Bidding Data
<b>IB-1</b> 1.1 1.2	<p><b>Name of the Employer</b>  <u>The program Management Unit (PMU), Sindh MSDP ; P&amp;D Department, government of the Sindh</u></p> <p><b>Source of Funds</b>                      The procurement of all construction services for water, wastewater, and solid waste infrastructure in Jacobabad City will be the responsibility of the Program Management Unit (PMU) which has been established by Government of Sindh (GoS) whereas the USAID is providing a fund to the Government of Pakistan for these services.</p>
<b>IB-2</b> 2.1	<p><b>Bidder's Eligibility</b>  <b>Delete the text of sub-clause 2.1 in its entirety and substitute with the following;</b>                      This invitation for Bids is open to all eligible bidders, as specified in Notice Inviting Tender.</p>
<b>IB-4</b> 4.1	<p><b>Contents of Bidding Data</b></p> <ol style="list-style-type: none"> <li>3. Instructions to Bidders &amp; Bidding Data</li> <li>4. Form of Bid &amp; Schedules to Bid                      Schedules to Bid comprise the following:                      Schedule A: Schedule of Prices                     <ol style="list-style-type: none"> <li>(i) Schedule B: Specific Works Data</li> <li>(ii) Schedule C: Works to be Performed by Subcontractors</li> <li>(iii) Schedule D: Proposed Programme of Works</li> <li>(iv) Schedule E: Method of Performing Works</li> <li>(v) Schedule F: Integrity Pact</li> </ol> </li> <li>3. Conditions of Contract &amp; Contract Data</li> <li>4. Standard Forms:                     <ol style="list-style-type: none"> <li>(i) Form of Bid Security</li> <li>(ii) Form of Performance Security</li> <li>(iii) Form of Contract Agreement</li> <li>(iv) Form of Bank Guarantee for Advance Payment</li> </ol> </li> <li>5. Drawing No I &amp; II</li> </ol>

Reference to Instructions to Bidders	Bidding Data
<b>IB-5</b> 5.1    5.2	<b>Clarification of Bidding Documents</b> <b>Name and Address of Procuring Agency:</b> The Program Management Unit (PMU) USAID-Sindh MSDP D-18,Block-2, Kehkashan, Clifton Karachi <b>Engineer's Address</b> Time limit for Clarifications is Seven (7) days prior to the deadline for submission of Bid.
<b>IB-7</b> 7.1	<b>Language of Bid</b> The language of Bid is ENGLISH.
<b>IB-10</b> 10.1	<b>Bid Prices</b> The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Procuring Agency's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.
<b>IB-11</b> 11.2	The bidder/manufacturer has the following requirements to perform the contract as follows <ol style="list-style-type: none"> <li>a) Bidder's experience of the minimum 03 projects of similar work carried out in the last 10 years.</li> <li>b) Copy of Sales Tax Registration Certificate</li> <li>c) Copy of NTN Certificate</li> <li>d) After Sales facilities satisfaction certificate for the minimum two previous users.</li> <li>e) Information on any litigation and arbitration resulting from Contracts completed or under execution by the Bidder in last 10 years.</li> <li>f) Up to date Black listing for any government and non-government or private entity</li> <li>f) Bank Statement of last 2 years</li> </ol>
<b>IB-13</b> 13.1	<b>Bid Security</b> <ul style="list-style-type: none"> <li>• The Amount of Bid Security shall be 2% of the Bid price (Please refer to condition of Notice Inviting Tenders).</li> <li>• The Bid Security shall remain valid for a period of twenty eight (28) days beyond the bid validity date.</li> <li>• The Bid security (original) should be submitted in a separate envelope with each technical and financial offer as mentioned in the Notice Inviting Tender.</li> <li>• Name of Contract Package and the name of Bidder should be clearly typed on the envelope.</li> </ul>

Attached at Annexure "A"

Reference to Instructions to Bidders	Bidding Data
<b>IB-14</b> 14.1 14.4 14.6	<b>Period of Bid Validity</b> Period of Bid Validity is 90 days after the date of Bid opening. <b>Number of copies of the Bids to be completed and returned:</b> One Original + Two Copies of Bidding Documents. <b>Procuring Agency’s address for the purpose of Bid submission shall be:</b> The Program Management Unit (PMU) USAID-Sindh MSDP D-18,Block-2, Kehkashan, Clifton Karachi <b>Name and Identification Number of the Contract:</b> Contract Package WW-08 Waste Water Disposal Works Zone B
<b>IB-15</b> 15.1	<b>Deadline for Submission of Bids</b> As notified in the “Invitation for Bid”.
<b>IB-16</b>	<b>Venue , Time &amp; date of Bid Opening</b> Venue: The Program Management Unit (PMU) USAID Sindh, MSDP D-18,Block-2,Kehkashan, Clifton Karachi
	Time: As notified in the “Invitation for Bid”. Date: As notified in the “Invitation for Bid”.
16.4	(i) the Bid is valid till required period, (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid) (iii) completion period offered is within specified limits, (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification. (v) the Bid does not deviate from basic technical requirements and (vi) the Bids are generally in order, etc.
16.9	<b>Price Adjustment:</b> Delete Sub Clause 16.9 entirely
22	<b>To add:</b> Integrity pact shall be attached with Technical Offer.

**FORM OF BID  
AND  
SCHEDULE OF BIDS**

**FORM OF BID**

Bid Reference No. \_\_\_\_\_

(Name of Contract / Works)

To:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We/I understand that all the Schedules attached hereto form part of this bid.
3. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) drawn in your favor or made payable to Procuring Agency and valid for a period of \_\_\_\_ days beyond the period of validity of Bid.
4. We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Contract Data.
5. We/I agree to abide by this bid for the period of \_\_\_\_ days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the procuring agency.  
 (Please delete this in case of Bid form a single bidder)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

Signature: \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign Bids for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals) (Seal)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Occupation: \_\_\_\_\_

## **SCHEDULES TO BID INCLUDE THE FOLLOWING**

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact



## **PREAMBLE TO SCHEDULE OF PRICES**

### **1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

### **2. Description**

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

### **3. Units & Abbreviations**

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationale d' Unites (SI Units).

### **4. Rates and Prices**

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

## **5. Bid Prices**

### **5.1 Break-up of Bid Prices**

The various elements of Bid Prices shall be quoted as detailed by The Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

### **5.2 Total Bid Price**

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

## **6. Provisional Sums**

- 6.1** Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.

**SPECIFIC WORKS DATA**

## WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
--	--	---

**Note:**

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

**PROPOSED CONSTRUCTION SCHEDULE**

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

## **METHOD OF PERFORMING THE WORK**

The bidder is required to submit a narrative outlining the method of performing the work. The narrative should indicate in detail and include but not be limited to:

1. The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
2. A list of all major items of constructional and evectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
3. The procedure for installation of equipment and transportation of equipment and materials to the site.
4. Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

**(INTEGRITY PACT)**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN**  
**CONTRACTS WORTH RS. 10.00 MILLION OR MORE**  
**(SHALL BE SUBMITTED WITH TECHNICAL OFFER)**

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

[Procuring Agency]

[Contractor]

# **FORMS**

**BID SECURITY  
PERFORMANCE SECURITY  
CONTRACT AGREEMENT  
MOBILIZATION ADVANCE GUARANTEE**



**FORM OF BID SECURITY**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) That the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
  - (2) That in the event of;
    - (a) The Principal withdraws his Bid during the period of validity of Bid, or
    - (b) The Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
    - (c) Failure of the successful bidder to
      - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
      - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,
- the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said

Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. Signature \_\_\_\_\_

1. \_\_\_\_\_

2. Name \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

1. Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ between \_\_\_\_\_ (hereinafter called the "Procuring Agency") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid alongwith Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

\_\_\_\_\_  
(Seal)

Signature of the Procuring Agency

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_  
(Name, Title and Address)

Witness:

\_\_\_\_\_  
(Name, Title and Address)

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Agency) has entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor (Scheduled Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)



**GENERAL CONDITIONS OF CONTRACT  
PART – I**

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract**

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

1.1.4 “Procuring Agency” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 “Party” means either the Procuring Agency or the Contractor.

##### **Dates, Times and Periods**

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

##### **Other Definitions**

1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 “Country” means the Islamic Republic of Pakistan.

1.1.13 “Procuring Agency’s Risks” means those matters listed in Sub-Clause 6.1.

- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Procuring agency under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## 1.2 **Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## 1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

## 1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

## 1.5 **Communications**

All Communications related to the Contract shall be in English language.

## 1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

## 2. **THE PROCURING AGENCY**

### 2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

### 2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

### **2.3 Engineer's/ Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the Works.

### **2.4 Approvals**

No approval or consent or absence of comment by the Engineer/ Procuring Agency shall affect the Contractor's obligations.

## **3. ENGINEER'S/ PROCURING AGENCY'S REPRESENTATIVES**

### **3.1 Authorised Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

### **3.2 Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/ Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/ Procuring Agency, the delegated duties and authority before the Commencement of Works.

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

### **4.2 Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be unreasonable withheld by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

### **4.3 Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Procuring Agency.

### **4.4 Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order/Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## **5. DESIGN BY CONTRACTOR**

### **5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

## 6. **PROCURING AGENCY'S RISKS**

### 6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### **7.2 Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

### **7.3 Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the Time for Completion as determined.

### **7.4 Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

## **8. TAKING-OVER**

### **8.1 Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

### **8.2 Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

## **9. REMEDYING DEFECTS**

### **9.1 Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

**9.2 Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

**10. VARIATIONS AND CLAIMS**

**10.1 Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

**10.2 Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

**10.3 Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

**10.4 Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

**10.5. Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

**10.6 Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

**11. CONTRACT PRICE AND PAYMENT**

**11.1 (a) Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

**(b) Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

**11.2 Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) The value of the Works executed less to the cumulative amount paid previously; and
- b) Value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

**11.3 Interim Payments**

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

**11.4 Retention**



Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

#### 11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

#### 11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

### 12. **DEFAULT**

#### 12.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

#### 12.2 **Default by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

#### 12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

#### 12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

### **13. RISKS AND RESPONSIBILITIES**

#### **13.1 Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

#### **13.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

### **14. INSURANCE**

#### **14.1 Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

**15. RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

**16 INTEGRITY PACT**

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

# **CONTRACT DATA/ PARTICULAR CONDITIONS OF CONTRACT PART – II**

# CONTRACT DATA (PARTICULAR CONDITIONS)

## Sub-Clauses of Conditions of Contract

### 1.1.4 The Employer means

The Program Management Unit (PMU). Sindh MSDP, P&D Department, Government of Sindh

#### Brief Description of Works

The Works under the Contract comprises of supply, testing, Installation & testing of Single Arm Dimmable 60 W, 160 lm/W LED Solar Street Lights with Intelligent Individual Street Light Management System.

### 1.1.5 The Contractor means the lowest evaluated responsive bidder.

\_\_\_\_\_  
\_\_\_\_\_

### 1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

### 1.1.9 Time for Completion 90 days

### 1.1.10 Money and Payments

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions there to or deductions there from as may be made and remedying any defects therein in accordance with the provisions of the Contract.

### 1.1.20 Engineer, as notified by the Procuring Agency.

### 1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data/ Particular Conditions
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices

### 1.4 Law

Sub-clause 1.4 is deleted and substituted with the following:

- a. The Contract Documents shall be drawn up in the English language.
- b. The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

### 2.1 Provision of Site: On the Commencement Date

### 2.2 Permits etc

Sub-clause 2.2 is deleted and substituted with the following:

Employer will extend all possible assistance for obtaining the same but ultimate responsibility for obtaining required permits, licenses or approvals for the execution of works, other than safe and dispute

free possession of site shall rest with the Contractor.

**3.1 Authorized Person: Program Director PMU MSDP**

**3.2 Name and address of Engineer's/Employer's representative** As Notified Time to Time by  
Procuring Agency

**4.4 Performance Security:**

The sub clause 4.4 is deleted and substitute with the following:

The Contractor shall provide the Performance Security to the Employer in the prescribed format. The Performance Security shall be of an amount equal to 5% of the Contract Price stated in the Letter of Acceptance and shall furnish to the Employer within 14 days after receipt of a Letter of Acceptance. Such Security shall be at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan, or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan. The Performance Security shall remain valid up to 90 days beyond the expiry of Contract Period and shall be released within 28 days after receiving a copy of Completion Certificate.

Amount: 10% of Contractual amount (5% on award of contract and 5% Retention money)

Validity: Contract period + 3 Months

**7.2 Programme:**

**Time for submission:** Within fourteen (14) days of the Commencement Date.

**Form of Programme:** Bar Chart

**7.4 Late Completion**

Amount payable due to failure to complete shall be 0.10 % per day up to a maximum of (10%) of sum stated in the Letter of Acceptance.

**9.1 Period for remedying defects**

8 Months

**10.2 Valuation of Variations**

Sub clause is deleted and substitute with the following

Variation shall be valued at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate.

**10.3 Early Warning**

Replace "as soon as" with "within 21 days" in first paragraph

**11.1 (a) Terms of Payments**

Delete sub Clause 11.1(a) & Substitute with the following:

i) Payment will be made through letter of credit.

**(b) Valuation of the Works\*:**

Re-measurement with estimated/Bid quantities in the schedule of prices

**11.3 Interim Payment:**

Replace "7 days" with "10 days" in first line of paragraph

Replace "30 days" with "15 days" in third line of paragraph

**11.4 Percentage of retention:**

Following para is added in sub Clause

5% of Contract Price. 10% of each running bill shall be retained till the total retention money becomes 10% of the Contract price. 50% retained amount will however, be released after completion of work and remaining 50% will be released along with the performance Guarantee.

**11.5 Final Payment:**

Replace “21 days” with “15 days” in first line of first paragraph

Replace “Maintenance Certificate” with “Completion Certificate” in first line of first

Paragraph Replace “60 days” with “30 days” in second line of paragraph

**11.6 Currency of payment:** Pak. Rupees

**15.3 Arbitration**

Place of Arbitration: Karachi.



BILL OF QUANTITIES

**Separately attached with  
Part-I-B: (Financial Offer)**

**SINDH MUNICIPAL SERVICES  
PROGRAM (MSP)  
SUPPLY & INSTALLATION OF SOLAR LIGHTS IN  
WATER FILTER PLANT OF JACOBABAD**

**BILL OF QUANTITIES**

**SUMMARY**

BILL NR	TITLE	AMOUNT (Rs)
1	SUPPLY & INSTALLTION OF SOLAR STREET LIGHTS IN WATER FILTER PLANT OF JACOBABAD	
<b>TOTAL</b>		

Separately attached with Part-I-B: (Financial Offer)

Amount in Words: \_\_\_\_\_

Total Carried to Bid Form: \_\_\_\_\_

**SIGNATURE OF CONTRACTOR**

**SEAL**

**SINDH MUNICIPAL SERVICES  
PROGRAM (MSP)  
SUPPLY & INSTALLATION OF SOLAR STREET LIGHTS IN  
WATER FILTER PLANT OF JACOBABAD**

**BILL OF QUANTITIES  
SUMMARY**

S.NO	Item Description	Unit	Quantity	Rate		Amount
				In fig	In words	( Rs. )
	<b>PROCUREMENT AND SUPPLY OF SOLAR LIGHTS IN WATER FILTER PLANT OF JACOBABAD</b>					
1/1	Supply & installation of Single Arm Dimmable 60 Watts , 160lm/w Solar Street Lights including Street light Pole of min 6 meters high the , battery, Foundation plate, Pole Foundation with all respect and all other Miscellaneous item ( Lights nuts, Bolts etc) transportation at Site complete in all respect as per technical parameter Specifications and drawings attached with this bidding documents.	No	70			
CARRIED TO COLLECTION						

SIGNATURE OF CONTRACTOR

SEAL

**SINDH MUNICIPAL SERVICES  
PROGRAM (MSP)  
SUPPLY & INSTALLATION OF SOLAR STREET LIGHTS IN  
WATER FILTER PLANT OF JACOBABAD**

**BILL OF QUANTITIES  
SUMMARY**

S.NO	Item Description	Unit	Quantity	Rate		Amount ( Rs. )
				In figure	In words	
	<b>PROCUREMENT AND SUPPLY OF SOLAR LIGHTS IN WATER FILTER PLANT OF JACOBABAD</b>					
1/1	Supply & installarion of Single Arm Dimmable 60 Watts , 160lm/w Solar Street Lights including Street light Pole of min 1.5 meters high the , battery, Foundation plate, Pole Foundation w all respect and all other Miscellaneous items like nuts, Bolts etc) transportation at Site complete in all respect as per technical parameters / Specifications and drawings attached with the bidding documents		27			
CARRIED TO COLLECTION						

SIGNATURE OF CONTRACTOR

SEAL

# **TECHNICAL SPECIFICATIONS**

# TECHNICAL SPECIFICATIONS

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# The project

## **Purpose and Location of the Works**

PMU-MSDP intends to purchase “Single Arm Dimmable 60 W, 160 lm/W LED Solar Street Lights with automated Intelligent Individual Street Light Management System” as per the specifications of this document. The supplier will be responsible for delivery, installation, testing and commissioning of all specified items, wherever required, at the Water Filtration Plant and its allied establishments including OHRs etc. in Jacobabad, Sindh.

## ***Description of the Works***

The Works under the Contract comprises of supply, erection, assembling (including foundation and other related civil works), installation, testing, & commissioning of Single Arm Dimmable 60 W, 160 lm/W LED Solar Street Lights with automated Intelligent Individual Street Light Management System

## ***Equipment and Suppliers of Equipment***

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

## ***Climatic Data***

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

### (1) Monthly average temperatures:

- a. Maximum 35 degree C
- b. Minimum 18 degree C

### (2) Extreme Temperatures

- a. 50 degree C in May, June, July and August
- b. 1 degree C December and January

### (3) Annual Average Rainfall

192 mm per year the majority falling in the monsoon months of July and August. On average there are 10 rainy days per year. Storm intensities can be high with storm totals reaching 40mm, with normal durations of 36 hours.

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

## ***Programme***

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



- a. the sequence of each activity, the proposed start and completion dates of each activity, the rate of progress and the cumulative quantity or percentage of work expected to be achieved on each activity by the end of each month;
- b. the time allocated for work by others, including those of the PURCHASER and by utility undertakings;

The programme shall also include details of the following:

- a. A statement giving the numbers and categories of supervisory and technical staff and skilled and unskilled workers to be employed on the Works.
- b. A list and type details of major Work Plan (including vehicles) which the SUPPLIER proposes to employ on the Works.
- c. Details of the SUPPLIER's methods of working for all operations.
- d. A statement giving the proposals for location or locations and sizes of base camps, accommodation, offices, workshops and stores.
- e. Details of the programme for the Works from the date of receipt of the PURCHASER's order to commence the Works including a complete resources allocation showing the number of units and allotted times for each unit of Work Plan, materials and labour allocated to each part of the works.

### ***Notice of Operations***

The SUPPLIER shall give full and complete written notice of all important operations to the PURCHASER sufficiently in advance to enable the PURCHASER to make such arrangements as he may consider necessary for inspection or for any other purpose. The SUPPLIER shall not commence any important operation without the written approval of the PURCHASER.

### ***Meetings and Reports***

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

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

### ***Languages***

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

Warning signs shall be in Urdu and English.

# General Requirements

## *Products*

### **Manufacturing Standards**

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

### **Trade Names and Criteria and Substitutions**

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

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

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

## *Inspection and Tests*

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

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

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

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

- c) The Purchaser shall have the right to make inspection of any of the items to be supplied under the contract during fabrication at the factory of the Supplier, or his Subcontractors, including access to drawings and test results, to assure that all items to be supplied conform to the details of the specifications. At the option of the Purchaser, inspection prior to shipment may also be required. Inspection charges will be borne by the Supplier.
- d) Inspection of the Goods will be carried out by the Purchaser on receipt of Goods at the site. The Goods will be supplied against a manufacturer's Test and Warranty Certificate to the effect that in the event of any defect or deviation in specification of any part found by the Purchaser, such Goods will have to be replaced by the supplier free of cost and no other foreign exchange assistance will be provided by the Purchaser. Upon acceptance, an appropriate certificate will be issued.  
Should any item fail to perform or to meet the requirements of the specifications to the satisfaction of Purchaser, the Supplier shall either replace the item supplied or undertake to make all necessary replacements at his own cost in a manner satisfactory to the Purchaser.
- e) The supplier shall furnish to the Purchaser full information as to progress of the work and all orders placed for materials or articles to be incorporated into the work, and shall advise the Purchaser in writing at least 21 days prior to the materials being ready for inspection.
- f) The Purchaser shall have at all times and places the right to reject articles or materials to be furnished hereunder, which in any respect fail to meet the requirements of these specifications. Compliance with the specifications is the responsibility of the supplier and shall not be avoided by any act or omission on the part of the Purchaser.
- g) The Supplier shall accept full responsibility for the performance of all factory tests for materials used on the works, furnishing all required test reports, and also for the conformance of testing to meet the requirements of the applicable technical provisions for the entire quantities of items.

### ***Completion of Contract***

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

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

### ***Indemnification***

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

### ***Warranty***

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

“The Supplier hereby guarantees that the Goods supplied under the terms of this contract are brand new and in accordance with the terms and conditions of the contract including Technical Specifications. The material used is in accordance with the latest appropriate standard

specification, complete and of good workmanship throughout. Every article or part thereof which, before or after use, is found to be defective will be replaced free of cost.”

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

### ***Spare Parts***

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

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

### ***Manufacturer’s Catalogue Data***

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

### **Certificates**

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

### **Testing Certificate**

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

### **Operation, Instruction and Maintenance Manual**

An Operation, Instruction and Maintenance Manual, in English and Urdu, will be provided with the Solar Street Lighting System. The following minimum details must be provided in the Manual:

1. Basic principles of Photovoltaic.
2. A small write-up (with a block diagram) on Solar Street Lighting System - its components, PV module, battery, electronics and luminaire and expected performance.

3. Type, Model number, Voltage & capacity of the battery, used in the system.
4. The make, model number, country of origin and technical characteristics.
5. About Charging and Significance of indicators.
6. Clear instructions about erection of pole and mounting of PV module (s) and lamp housing assembly on the pole.
7. Clear instructions on regular maintenance and troubleshooting of the Solar Street Lighting System.
8. DO's and DONT's.
9. Name and address of the contact person for repair and maintenance, in case of non-functionality of the solar street lighting system.

## **Quality Assurance**

### **Material and Equipment Qualifications**

Provide materials and equipment that are products of manufacturers who are regularly engaged in the production of such products, which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 5 year prior to bid opening. The 5-year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogues, or brochures during the 5-year period. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in the technical chapter.

### **Service Support**

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

### **Manufacturer's Nameplate**

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

### ***Execution***

#### **Schedule of Work**

The schedule of work shall be arranged to suit the progress of the overall work. Cutting and patching shall be done in an approved manner. Cutting shall not endanger structural integrity or function of the building. Patching shall exactly match contiguous work. Costs of such cutting and patching shall be borne by the CONTRACTOR. Cutting shall be carefully done and damage to the building, piping, wiring or equipment, as a result of cutting, shall be repaired by skilled mechanics of trade involved. Cutting of masonry block and brick shall be done with masonry saw.

#### **Execution of related civil works**

It shall be part of the Contract of the CONTRACTOR to execute all the relevant items for related civil/ builder's works items for the construction of foundations, making holes in the walls, making chases in walls/ floors and making them good etc. for the installation of E&M Equipment (like generators, pumps, motors and panels etc.). The CONTRACTOR shall undertake and execute all the relevant items for related civil/ builder's work complete in all respect to the approval of the ENGINEER. In this regards, the CONTRACTOR will coordinate with the civil works contractor

before commencing any related civil/ builder's work. No additional cost shall be paid for any allied civil works required.

### ***Maintenance***

Maintenance of the installed solar lights is also required for a period of one year. The date of start of the maintenance period will be from the date of taking over/ substantial completion or as mutually agreed with the client.

All costs required for maintenance of the system installed by the contractor for one year period should be deemed to be included in the rates quoted in the BoQ by the contractor and no costs shall be permissible for this service separately.

### ***Costs and Payment***

Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid separately.

The costs for complying with the specifications shall not be paid separately and shall be included in the CONTRACTOR's rates and prices of the Bill of Quantities.

# TECHNICAL SPECIFICATIONS FOR PROCUREMENT AND INSTALLATION OF SOLAR LIGHTS

## *General Characteristics*

The LED Solar Lights installed shall have the following general characteristics:

1. Automatic Night/Day On/Off & economy late night dimming.
2. Autonomy in nominal mode.(16hrs (1.6nights))
3. Autonomy in Late night dimming mode. (24 hrs (2.4 Nights))
4. Maximum air humidity 95%.

## *PV (Photo Voltaic) Module*

1. The Solar panel modules must of desert type with auto cleaner provision for zero maintenance requirement.
2. The PV module should have mono crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II.
3. The terminal box on the module should have a provision for opening it for replacing the cable, if required.
4. There should be a Name Plate fixed inside the module which will give:
  - a. Name of the Manufacturer or Distinctive Logo.
  - b. Model Number
  - c. Serial Number
  - d. Year of manufacture
5. The open circuit voltage\* of the PV modules under STC should be at least 21.0 Volts.
6. The module efficiency should not be less than 14 %.
7. The PV module(s) will be warranted for a minimum period of 25 years from the date of supply. The PV modules must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty five (25) years.

**Table 0-1: Technical Specifications of PV Module.**

S. No.	Parameter	Requirement
1.	Power Rating (Watts)	200 Wp
2.	System Voltage	24 V DC
3.	Solar cell module efficiency (minimum)	18.0%
4.	Solar cell	Mono-crystalline silicon
5.	Grade of solar cells	A grade
6.	Mounting structure	Galvanized
7.	Connector	TYCO
8.	Front cover (material/ thickness)	Low-iron tempered glass / 3.2mm
9.	Encapsulation (material)	Ethylene Vinyl Acetate(EVA)
10.	Frame (material/ color)	Anodized aluminium alloy / Silver
11.	Junction box protection degree (minimum)	IP65
12.	Application Class	Class A
13.	Lifespan	≥25 years
14.	Warranty	Power output warranty: 10 years over 90%,

S. No.	Parameter	Requirement
		25 years over 80%;
15.	Origin	Manufactured in Europe or USA

### Light Source

1. The light source will be a white LED type and dimmable.
2. The color temperature of white LED used in the system should be in the range of 4000 K to 6500 K.
3. The light output from the white LED light source should be constant throughout the duty cycle.
4. The lamps should be housed in an assembly suitable for outdoor use.
5. The temperature of heat sink should not increase more than 20°C above ambient temperature during the dusk to dawn operation.
6. The Light source shall comply with the requirements of the following standards; EN 60592-2-1, EN 60592-2-3, EN 55015, EN 61547, EN 61000-3-2 and EN 61000-3-3.

**Table 0-2: Technical Specifications of Light Source.**

S. No.	Parameter	Requirement
1.	Light Output (W)	60
2.	Input Voltage	24 V
3.	Power Factor(PF)	0.8 minimum
4.	Power Efficiency (minimum)	89%
5.	Optical Distribution	Bat Wing
6.	Beam Angle(°)	120° minimum
7.	Typical Lumens Flux (lm)	10800
8.	Light Brightness (%) <ul style="list-style-type: none"> <li>• 100%</li> <li>• 50%</li> <li>• 25%</li> </ul>	Light Operating Time <ul style="list-style-type: none"> <li>• 4hours</li> <li>• 3hours</li> <li>• 3hours</li> </ul>
9.	Light Photosensitivity (lx)	30
10.	IP Rating (Minimum)	IP 67
11.	Warranty (minimum)	50,000Hr > 10 Years
12.	Origin	Manufactured in Europe or USA

### Battery

**Table 0-3: Technical Specifications of Battery.**

S. No.	Parameter	Requirement
1.	Type	Fully sealed maintenance free, Flame retardant, NiMH (Nickle Metal Hydrite)
2.	Capacity (minimum)	26AH (624WH)
3.	Normal Voltage	24 V
4.	Charging	Built-in Intelligent charge Controller (BMS & MPPT) / Separate
5.	IP Rating (Minimum)	IP 67
6.	Warranty	10 Years
7.	Origin	Manufactured in Europe or USA



## Indicators

1. The system should have two indicators, green and red.
2. The green indicator should indicate the charging under progress and should glow only when the charging is taking place. It should stop glowing when the battery is fully charged.
3. Red indicator should indicate the battery “Load Cut Off” condition.

## Controller

**Table 0-4: Technical Specifications of Solar Charged Controller.**

S. No.	Parameter	Requirement
1.	Rated Current	8A
2.	System Voltage	10 to 48 V
3.	Programmable thru Keys	Bluetooth
4.	IP Class	IP67
5.	Warranty	10 Years

## Electronics

1. The total electronic efficiency should be at least 85%.
2. Electronics should operate at 12 V and should have temperature compensation for proper charging of the battery throughout the year.
3. No Load current consumption should be less than 20 mA.
4. The PV module itself should be used to sense the ambient light level for switching ON and OFF the lamp.
5. The PCB containing the electronics should be capable of solder free installation and replacement.
6. Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

## Electronic Protections

1. Adequate protection is to be incorporated under “No Load” conditions e.g. when the lamp is removed and the system is switched ON.
2. The system should have protection against battery overcharge and deep discharge conditions.
3. Fuse should be provided to protect against short circuit conditions.
4. Protection for reverse flow of current through the PV module(s) should be provided.
5. Electronics should have temperature compensation for proper charging of the battery throughout the year.
6. Adequate protection should be provided against battery reverse polarity.
7. Load reconnect should be provided at 80% of the battery capacity status.

## Electric pole

### Mechanical Components

1. The poles should be round conical or octagonal.
2. A corrosion resistant metallic frame structure should be fixed on the pole to hold the SPV module.
3. The frame structure should have provision so that the module can be oriented at the suitable tilt angle.
4. The pole should be made of Galvanized Iron (GI) pipe.
5. The height of the pole should be 6 meter for LED standalone solar street light after grouting and final installation.

6. The pole should have the provision to hold the luminaire.
7. The Luminaire housing should be water proof (IP 65) and should be painted with a corrosion resistant paint and should be housing the battery.

**Table 0-5: Technical Specifications of 6M high Poles.**

S. No.	Parameter	Requirement
1.	Top diameter of pole	60 mm
2.	Bottom Diameter	160 mm
3.	Minimum thickness	4 mm

**Table 0-6: Technical Specifications of 1.5M high Poles.**

S. No.	Parameter	Requirement
4.	Top diameter of pole	60 mm
5.	Bottom Diameter	100 mm
6.	Minimum thickness	4 mm

## **Materials**

### **Steel**

The grades used to manufacture the masts meet the requirements of the European Standards EN10025, or EN10149, for yield strength steels.

### **Zinc**

The zinc ingots used for hot dip galvanizing are orders according to standard NF EN 1179, grade Z4 minimum. All these materials must be ordered with mill certificates.

### **Welding**

Unless otherwise specified, all welds will be made and tested in the manufacturing shop, prior to galvanization, as per standards NFP 22-470, 22-471 and 22-473.

### **Galvanizations**

The masts hot dip galvanized according to standards: NF EN ISO 1461 and EN ISO 14713. NF EN ISO1461

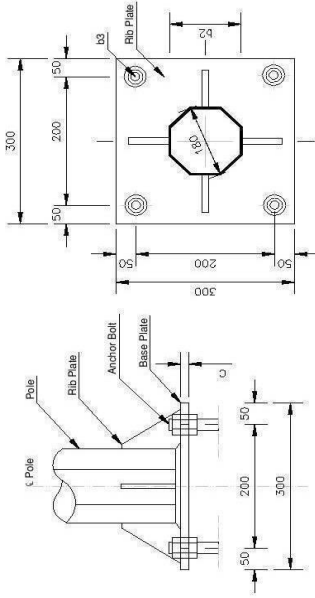
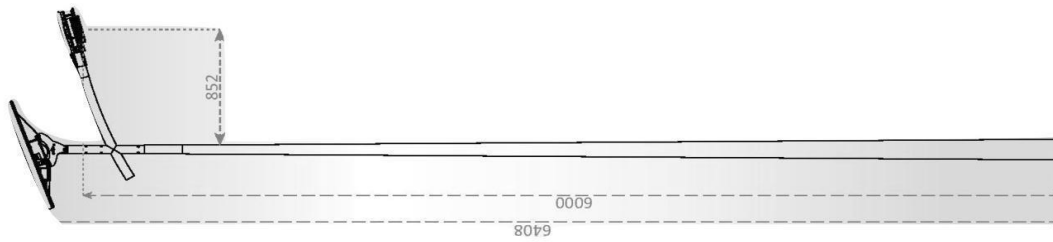
### **Foundation**

1. Pole vendors must state a suitable embedment depth for poles to meet structural requirements. Poles must be a designed to a suitable length to meet both the nominal size (i.e. above ground) requirement, and the structurally required embedment depth.
2. Contractor will submit foundation design for approval by Purchaser prior to execution of work along with necessary calculations, design details, etc.
3. The cost of all related civil works including works for RCC foundation for each pole, excavation, reinforcement, backfilling, disposal of surplus excavated material, concreting, etc. are included in the quoted rates and will not be paid separately.

# **DRAWINGS**

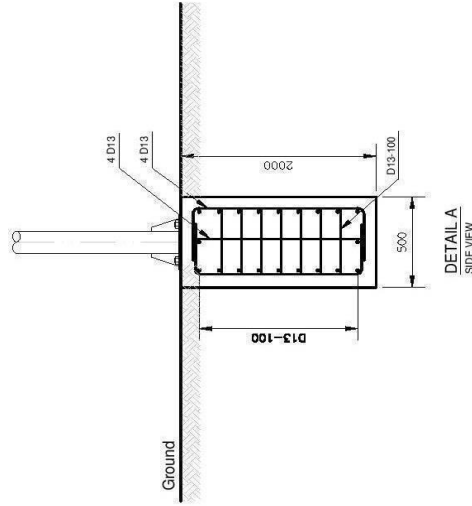
**NOTES :-**

1. All dimensions are in millimeters unless noted otherwise.
2. The details shown here are indicative. Supplier will submit shop drawings for approval including foundation details, material specifications, etc. for approval before execution.



SEE DETAIL B (BASE PLATE)  
TOP VIEW

BASE PLATE  
SIDE VIEW



DETAIL A  
SIDE VIEW

TENDER DRAWINGS			
S.No.	REVISION	BY	DATE
0	ISSUED FOR TENDER	HT	Feb, 2019
Designed By :- HT		Date :- Feb, 2019	
Drawn By :- RA		Scale :- NTS	
Checked By :- JS		Dwg No :-	
Approved By :- MBL		Drawing # 2	

Project : MUNICIPAL SERVICES PROGRAM (MSP)  
Water, Wastewater and Solid Waste  
Infrastructure, JACOBABAD

Techno-Consult International  
(Pvt) Ltd

In Association With:

Joint Venture :

Funded by :

Drawing Title:  
SOLAR LIGHT DETAILS (TYPICAL)

**PROCUREMENT AND INSTALLATION OF SOLAR LIGHTS**  
**IN**  
**WATER FILTER PLANT OF JACOBABAD**

**Scope of Supply**

- 70 & 27 Nos. Solar Lights of 6.0meter and 1.5meter high (Poles) respectively are to be procured meeting the Technical Specification as attached with this Bidding Documents.
- Installation of these lights as per BOQ with compliance of all existing applicable execution rules & pre-cautions.

**Procurement and Installation of Solar Lights**  
**In**  
**Water Filter Plant of Jacobabad**

**ELIGIBILITY CRITERIA**  
**TECHNICAL EVALUATION CRITERIA**  
**Eligibility & Qualification Criteria**

The evidence / documents of the following Eligibility Criteria will be checked during evaluation process of Technical Offer & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee, Otherwise Eligibility Criteria is complied, then the Procurement Committee will evaluate the Minimum Qualification Criteria later to be declare Substantial Responsive Bid prior to opening the Financial Bid.

- I. ELIGIBILITY CRITERIA (To be complied by bidder as well as their all individual / JV's Partners (if any))**
  - i. Must be an authorized & sole distributor / dealer for offered solar pv modules/components and must have specific OEM Certification to supply and commission standard/certified components in this tender as desired in tender document(s);
  - ii. PEC Valid Registration in relevant Category i.e C-5 or above & at least of CE-10 & EE-11 in the field of specialization (Bidder or their Execution Partners)
  - iii. Bid Security, as mentioned in the NIT & Bidding Documents.
  - iv. NTN
  - v. Valid Sindh Revenue Board (SRB) Registered
  - vi. Valid Firm Having Electrical License issued by Government of Sindh.
  - vii. Having a Valid Certificate of relevant ISO for all proposed product manufacturers. (Where Applicable)
  - viii. A declaration on Stamp Paper of Rs. 500/- confirming that bidder is not black listed in any Government, Semi Government or any Public Sector Autonomous Bodies including transparency monitoring agencies & to be conform that all information as provided by bidder / JV in this document are correct.
  - ix. Firm based outside Pakistan can only bid by JV with Local Registered Vendors with NOC (Verifiable) acquired by MOFA (Ministry of Foreign Affairs) & Relevant Consul office (in Country of Origin).
  - x. The Integrity Pact signed by the bidder.
  - xi. Obtained 70% or above marks in qualification criteria

**Note: Compliance for each & all above eligibility criteria is essential for declaring Responsive Bidder.**

ii. **QUALIFICATION CRITERIA**  
**(To be complied by bidder as mentioned against each)**

S.NO	DESCRIPTION		Maximum Marks
<b>A - Establishment of the Firm (Bidder or Leading Partner in case of JV)</b>			
	i. Within One year	2	10
	ii. Within Last 5 Years	4	
	iii. More than 5 Years	10	
<b>B- Bidders Similar Business experience in respect of Solar Related Project (completed or work in hand) in last 5 years</b>			
	i. Up to Rs.50.00 Million (Aggregate)	10	20
	ii. Over Rs.50.00 to Rs.100.00 Million (Aggregate)	15	
	iii. Over Rs. 100.00 Millions (Aggregate)	20	
<b>C - Technical Compatibility of Firm</b>			
	1) Product Experience of Quoted Manufacturer.		10
	a. Solar panels		
	i. In Pakistan	05	
	ii. In South Asia (Other than Pakistan)	03	
	iii. In Other Countries (Other than South Asia)	02	
	b) Solar Batteries		
	i. In Pakistan	05	10
	ii. In South Asia (Other than Pakistan)	03	
	iii. In Other Countries (Other than South Asia)	02	
	2) Meeting of Minimum Technical Parameter as attached with Scope of Work		10
	a) Up to 50%	05	
	b) Up to 80%	07	
	c) Up to 100%	10	
<b>D- Financial Management (Annual Turn Over of the Firm for the past five years) (By bidder or Leading Partner)</b>			
	i. Less than Rs 10 million	05	10
	ii. Over Rs 10 to 20 Millions	07	
	iii. Over than Rs 20 Million	10	

S.NO	DESCRIPTION		Maximum Marks
<b>E– Execution / Installation Experience in last 5 years (by Bidder itself or Executing Partner in case of JV).</b>			
	i. Up to Rs. 10 million	05	20
	ii. Over Rs. 10 million to Rs. 20 million	10	
	iii. Over Rs. 20 million	20	
<b>F- Bidding Participations</b>			
	i. Local Individual Bidder cum Manufactures or sale agreement of Manufactures	10	10
	ii. Local Individual Bidder with JV of Local Companies	08	
	iii. Local Bidder with JV of Companies outside Pakistan	07	
<b>Total A,B,C,D,E,F</b>			<b>100</b>

**NOTE: -**

1. The Bidder shall comply each & every Eligibility Criteria mentioned above to be declared as responsive bidder.
2. Those bid which declared responsive shall be further financially evaluated after opening of their financial bid.
3. The bidder is solely responsible to satisfy Procurement Committee through their authenticated documents against each eligibility qualification criteria.



## **1.0 GENERAL REQUIREMENTS**

### **1.1 Products**

#### **1.1.1 Manufacturing Standards**

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

#### **1.1.2 Trade Names and Criteria and Substitutions**

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

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

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

## **2.0 Inspection and Tests**

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

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

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

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

Inspectors or Officers shall be borne by the Supplier.

- c) The Purchaser shall have the right to make inspection of any of the items to be supplied under the contract during fabrication at the factory of the Supplier, or his Subcontractors, including access to drawings and test results, to assure that all items to be supplied conform to the details of the specifications. At the option of the Purchaser, inspection prior to shipment may also be required. Inspection charges will be borne by the Supplier.
- d) Inspection of the Goods will be carried out by the Purchaser on receipt of Goods at the site. The Goods will be supplied against a manufacturer's Test and Warranty Certificate to the effect that in the event of any defect or deviation in specification of any part found by the Purchaser, such Goods will have to be replaced by the supplier free of cost and no other foreign exchange assistance will be provided by the Purchaser. Upon acceptance, an appropriate certificate will be issued.

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

- e) The supplier shall furnish to the Purchaser full information as to progress of the work and all orders placed for materials or articles to be incorporated into the work, and shall advise the Purchaser in writing at least 21 days prior to the materials being ready for inspection.
- f) The Purchaser shall have at all times and places the right to reject articles or materials to be furnished hereunder, which in any respect fail to meet the requirements of these specifications. Compliance with the specifications is the responsibility of the supplier and shall not be avoided by any act or omission on the part of the Purchaser.
- g) The Supplier shall accept full responsibility for the performance of all factory tests for materials used on the works, furnishing all required test reports, and also for the conformance of testing to meet the requirements of the applicable technical provisions for the entire quantities of items.

### **3.0 Contract Execution Schedule**

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

## **4.0 Payments**

### **4.1 Processing of payments**

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

- 4.1.1 The Supplier shall submit six copies of the following documents as applicable for any item of equipment and machinery shipped or supplied locally:-
- 4.1.2 Detailed invoice. "Clean on Board" bill of Lading or Delivery Certificate in case of local supply.
- 4.1.3 Packing list.
- 4.1.4 Operational Manuals
- 4.1.5 Technical Manuals/ Catalogues
- 4.1.6 Schematic Diagram
- 4.1.7 Certificate of factory inspection, manufacturer's test and warranty certificates, as applicable.
- 4.1.8 Certificates of origin/manufacture.
- 4.1.9 Confirmation advice of shipment, if applicable.
- 4.1.10 Insurance certificate.
- 4.1.11 After receipt of the above documents, payments will be arranged by the Project Management Unit, MSDP, Jacobabad.

### **4.2 Withholding payments**

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

### **4.3 Completion of Contract**

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

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

## **5.0 Packing, Marking and Delivery:**

### **5.1 Packing of items**

- 5.1.1 Prior to dispatch from the Supplier's works, all the Goods shall be thoroughly protected against corrosion and incidence of damage, including the effect of vermin, strong sunlight, rain, high temperatures, humid and salty atmospheres or sea spray, etc.
- 5.1.2 All items of Goods intended to be painted shall, after cleaning down to bare metal, receive paint protection in accordance with the specification and all un-painted parts liable to corrosion, (with the exception of electrical equipment) shall be heavily coated with an approved protective substance.
- 5.1.3 All electrical equipment shall in addition be suitably protected against corrosion and incidental damage.
- 5.1.4 The Goods shall be packed to withstand rough handling in transit and for storage in the tropics. The supplier shall be held responsible for the goods being packed so that they reach their destination intact and undamaged. The Supplier shall provide and include in the contract price the cost of all necessary packing, cases, crates etc., properly strengthened by battens, polythene or similar waterproof wrapping, silica gel and steel banding not less than 25 mm by 119 SWG. Packing case sizes and weights shall take into consideration the Supplier's and Purchaser's handling facilities. Where necessary, heavy equipment shall be mounted on skids so that cable slings may be readily attached. Packages containing dangerous goods shall be packed and marked in accordance with any statutory rules and orders applicable.
- 5.1.5 Each case/package must have a copy of the packing list inside.
- 5.1.6 Each case/package must have the following information printed/painted in BOLD LETTERS on the outside.
  - 1. Destination  
Jacobabad-Pakistan
  - 2. Name Of Consignee  
Project Director,  
Project Management Unit,  
Municipal Services Delivery Program,  
Jacobabad
  - 3. Brief Description
  - 4. Gross and net weights
  - 5. Name & Address of supplier

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

### **5.2 Notice of Shipment**

- 5.2.1 Notice of Shipment shall be made to: Project Director, Project Management Unit, Municipal Services Delivery Program, Jacobabad- Pakistan.
- 5.2.2 The notice of shipment shall contain the following:
  - 5.2.2.1 Contract Number
  - 5.2.2.2 Description of Items

- 5.2.2.3 Total Quantity of Items Shipped
  - 5.2.2.4 Name of Vessel
  - 5.2.2.5 Bill of lading, number & Date
  - 5.2.2.6 Port of Lading
  - 5.2.2.7 Date of Shipment
  - 5.2.2.8 Expected date of arrival of ship and Shipment
  - 5.2.2.9 Whether it is a part shipment.
- 5.2.3 Upon Shipment, the Supplier shall supply directly to the Project Director, Project Management Unit, Municipal Services Delivery Program, Jacobabad:-
- prices.
- 5.2.3.1 Six copies of invoice indicating the unit and total delivered
  - 5.2.3.2 Six copies of non-negotiable clean, on –board, Bill of Lading marked “Freight Pre-Paid”
- 5.2.4 Six copies of packing list identifying contents of each case/Package.
- 5.2.4.1 Copy of Certification of the country of origin.
  - 5.2.4.2 Copy of Insurance certificate.
  - 5.2.4.3 Copy of Manufacturer’s / sellers Guarantee certificate.
  - 5.2.4.4 Copy of Inspection Certificate issued by the manufacturers test and Warranty certificate.
- 5.2.5 The supplier will arrange clearance and delivery to site of goods and shall obtain all documents for clearance of the shipment.
- 5.2.6 On clearance and delivery of the shipment, original documents shall be submitted to the PMU.

### **5.3 Delivery of items**

- 5.3.1 All Items to be delivered to their destinations to arrive within the times agreed under the contract.
- 5.3.2 PMU will not pay any demurrage charges if levied by any party.

### **5.4 Indemnification**

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

### **5.5 Warranty**

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

“The Supplier hereby guarantees that the Goods supplied under the terms of this contract are brand new and in accordance with the Terms and conditions of the contract. The material used is in accordance with the latest appropriate standard

specification, complete and of good workmanship throughout. Every article or part thereof which, before or after use, is found to be defective will be replaced free of cost.”

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

## **5.6 Spare Parts**

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

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

## **5.7 Trainings**

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

## **5.8 Branding**

Logo of the donor agency USAID will be exhibited on all the equipment and machinery in clear and bold words as approved by the clients. There will be no separate payment for this item and it shall be deemed included in the contract price. No branding of the supplier or their manufacturer should be embossed/ printed/ reflected on the provided machinery/equipment.