

# OFFICE OF THE MUNICIPAL COMMITTEE GHOTKI



|                     |                                     |
|---------------------|-------------------------------------|
| Issue to            | M/S. _____                          |
| Vide D.R No & Date. | No _____ Date _____                 |
| For Rupees.         | Rs.2000/- (Two Thousand only) _____ |

## Sindh Public Procurement Regulatory Authority Bidding Documents For Procurement of Goods

FOR THE WORK :-

Supplying of Solar plate & fans for distribution in under pervilaged person Ward No 01 to 07

**Important Note:**

Please sign & stamp each & every page of this bid document and attach it with your proposal as a token of acceptance of the terms and conditions of this document.

For any query/confusion related to these bid documents, please contact in writing to following



\_\_\_\_\_  
MUNICIPAL ENGINEER/CHAIRMAN  
PROCUREMENT COMMITTEE  
MUNICIPAL COMMITTEE GHOTKI

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## PART-I

### INSTRUCTION TO BIDDERS

- i Source of Funds** Funds would be arranged from OZT Share of Municipal Committee Ghotki. The eligible payment under the contract is to be made from recurring budget.
- ii Eligible Bidders**
- ii.a** This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (amended to date) and its Bidding Documents except as provided hereinafter.
- ii.b** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids
- ii.c** Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- ii.d** Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.
- iii Eligible Goods and Services**
- iii.a** The origin of all the goods & related services to be supplied under the Contract should be mentioned.
- iii.b** Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.
- iii.c** The Origin of goods and services is distinct from the nationality of bidders.
- iv Cost of Bidding**
- iv.a** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process



## MANDATORY CONDITIONS:

- i Bids prepared in accordance with the instructions contains in the bidding documents, must be submitted electronically on EPADS on the following date & time. The original instrument of tender fee amounting to Rs:2000/- (non refundable) and Bid Security @5% of estimated cost shall be delivered to the procurement agency on or before the deadline for submission of E-Bids. (Mandatory)
- ii Each page of the technical proposal must be numbered and attested by the owner of firm / company along with its stamp. (Mandatory)
- iii An original and latest undertaking / affidavit on judicial stamp paper that the bidder and its employees have never been blacklisted by any government, semi government, Autonomous or state owned organization & their cases regarding blacklisting are not under trial by any court of law. De listed firm will be allowed (Mandatory)
- iv Tender will be opened before the procurement committee & undersigned in the presence of contractors are their authorized agents who will be present at the time with authority letter along with original CNIC (Mandatory)
- v The 5% Earnest money shall be submitted at the time of opening Technical proposal in the shape of pay order / call deposit / bank guarantee issued from any scheduled bank in favour of the "Municipal Committee Ghotki" (mandatory)
- vi Affidavit to the effect the all documents / particulars / information furnished are true and correct, if any information found incorrect / misleading the procuring agency reserves the right to the bid (Mandatory)

### ELIGIBILITY CRITERIA :-

- a) at least one similar nature of work having minimum cost 80% of the estimate cost of the work completed during the past five (5) years
- b) At least 2 similar nature of works having minimum cost 50% of the estimate cost of the work completed during the past five (5) years duly supported with completion certificate, certified copies of detailed working estimate and SPPRA ID's shown bid Evaluation report (for marking purpose)
- c) At least three (3) projects completed in same type of terrain (must show completion certificate) for marking purpose
- d) Bio data of engineering & Technical staff working the firm along with attested CVs and their Income Tax deduction showing employment with the firm (last 6 months) Civil & Electrical Engineers employment with the firm along with the same reflected in PEC License. (for marking purpose)
- e) Average Annual turnover should be equivalent as bid cost , last five (5) financial years) with audit report. for marking purpose
- f) Certificate of Bank showing credit worthiness of at least 15% (average balance per year for separately of each year starting from 1st July to 30th June for last five years and recent bank certificate must be attached showing available balance (for marking purpose)
- g) Registration with Income Tax Department (NTN certificate should be attached) and Sindh revenue board (SRB) should be attached supported by copies of Income Tax return receipts of the last three (3). Must be active tax payer status (for marking purpose)
- h) Bank Account statement in the name of bidders firm for the last three (3) years must be submitted with the tender documents (for marking purpose)
- i) List of machinery and equipment related buildings construction available with documentary of its ownership / rented / lease (for marking purpose)
- j) Annual audited reports of last three years from (ICAP) registered firm, audit report issued other than (ICAP) registered audit reports will not be accepted (for marking purpose)
- k) Bid validity period is 90 days
- l) Conditional tenders will summarily rejected
- m) Method of procurement Single stage two envelope
- n) (Financial proposal will be opened as per SPPRA Rules for those firms only who qualify the mandatory and eligibility requirements in technical proposals)

**Venue of the tenders opening : Office of the Municipal Committee Ghotki**

**Evaluation Criteria based on Marks / Score.**

Aggregate Qualifying Score is 75% but it is mandatory to obtain at least 70% in each of the following sections.

A

COMPANY PROFILE-

05 Marks

i

Period since Firm / Constructor is in construction business

Between 6-10 years

Above 10 years

(Attach first/old PEC license for reference and latest valid PEC license)

2.50 Marks

1.00 Marks

2.50 Marks

ii

Office facilities-

if office in Sindh

if out side Sindh

2.50 Marks

2.50 Marks

1.00 Marks

B

EXPERIENCE OF THE FIRM/COMPANY

40 Marks

i

A

At least one similar nature of work having minimum cost 80% of the estimated cost of the work completed during past Five (05) years duly supported with completion certificate.

8.00 Marks

B

Certified copies of detailed working estimate.

2.00 Marks

C

SPPRA ID's shown Bid Evaluation Report.

2.00 Marks

ii

At least three (03) projects completed with terrain (must show completion certificate.

15.00 Marks

iii

A

At least two (02) similar nature works each having minimum cost 50% of the estimate cost, completed during past Five (05) years duly supported with completion certificate.

8.00 Marks

B

Certified copies of detailed working estimate.

2.00 Marks

C

SPPRA ID's shown Bid Evaluation Report.

2.00 Marks

C

PERSONNEL CAPABILITIES REQUIRED FOR THIS PROJECT

28 Marks

Employed Engineers must registered with Pakistan Engineering Council (PEC) and also reflected in firms PEC license, Attached Income Tax Deduction for the proposed staff of the firm (Last 6 Month) OR verified salary transaction through Bank of last 06 months of proposed Engineer who does not fall in taxable salary slab.

The key technical personnel required at site and factors for marking are as follows:

| Sr.# | Description/ Position with Minimum qualification & experience                                               | Marks Assigned | REMARKS                                                                                                      |
|------|-------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------|
| 01   | B.E. (Civil) registered with Pakistan Engineering Council (PEC) having experience of 7 years or above       | 20.0           | Proof of the availability of PEC registetred Engineer attached with firm showing presence and salary record. |
| 02   | B.E. (Electrical) registered with Pakistan Engineering Council (PEC) having experience of 5 years or above. | 5.0            | Proof of the availability of PEC registetred Engineer attached with firm showing presence and salary record. |

Critical equipment and number required for the Project shall be specified by the Procuring Agency.

High value equipment should be an option to own, lease or hire

Total equipment available with the applicant is to be listed along with its current mobilization and on- going projects.

Details are to be provided as per the below form with documentary proof of ownership or rent (if rented), failure to do so can result in rejection of tender)

| Sr.#               | Description                          | QTY | UNIT | Marks       |
|--------------------|--------------------------------------|-----|------|-------------|
| 01                 | Dumper Truck                         | 3   | Nos. | 0.50        |
| 02                 | Tractor with Trolley                 | 1   | No.  | 0.50        |
| 03                 | Water Tanker /Bowser                 | 2   | Nos. | 0.75        |
| 04                 | Plate Compactor & Frog Compactor     | 2   | Nos. | 0.25        |
| 05                 | Vibrator (Large Shaft / Small Shaft) | 4   | Nos. | 0.50        |
| 06                 | Air Compressor (15 HP Cap.)          | 1   | No   | 0.50        |
| 07                 | Generator 20 KVA                     | 1   | No   | 0.50        |
| 08                 | Concrete Mixer Machine               | 4   | Nos. | 0.50        |
| 09                 | Steel cutting & Bending Machine      | 2   | Nos. | 0.50        |
| 10                 | Shuttering (Form work) 20,000 Sq.ft  | 1   | Set  | 0.50        |
| 11                 | Scaffolding Pipe 10,000 Rft.         | 1   | Set  | 0.50        |
| 12                 | Leveling machine                     | 1   | Set  | 0.50        |
| 13                 | Dewatering Pumps                     | 2   | Sets | 0.25        |
| 14                 | Allied Construction Tools & P lants  | 2   | Sets | 0.25        |
| 15                 | Material testing equipments          | 2   | Sets | 0.50        |
| <b>TOTAL MARKS</b> |                                      |     |      | <b>7.00</b> |

**Note:** The following formula is applicable to evaluation criteria based on marks / score only.

- If the available quantity of equipment is less than specified limit, give weight age as under:  $T = M \times (A / \text{Required Quantity})$ .
- If the available quantity of equipment is more than the minimum equipment requirement full marks will be given.

A = Available quantity of each equipment of each Item. T = Marks obtained. M = Marks assigned.



For Financial Status assessment, the Applicants have to submit Income tax returns for the last three (03) years and SRB monthly return. Further, the bidder will provide evidence from bank for verifying financial soundness of the bidder.

**i) Working Capital available for the Project**

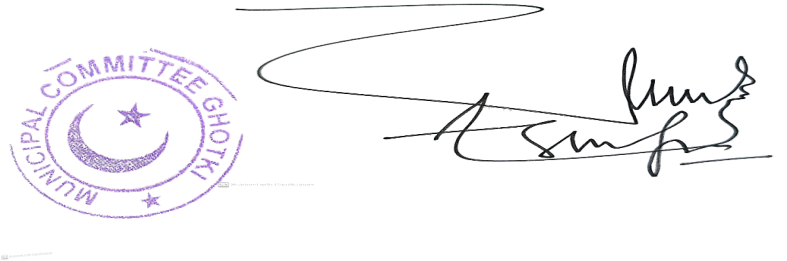
Certificate of Bank showing credit worthiness of at least 15% (average balance per year for the last 5 years) of the estimated cost of work along with bank statement must be provided separately of each year starting from 1st July to 30th June for last 5 years and recent bank certificate must be attached showing available balance.

**10.00**      **Marks**

**ii) Turnover for last 05 Years**

**10.00**      **Marks**

Average annual turnover should be equivalent as Bid Cost, last five (05) financial years with Audit Report.



**Please fill-in the following details:** \_\_\_\_\_

**Tender Title:** \_\_\_\_\_

**Company Owner's Name:** \_\_\_\_\_

**Company's Business Address:** \_\_\_\_\_

**National Tax Number (NTN):** \_\_\_\_\_

**Sales Tax Registration Number:** \_\_\_\_\_

**Pakistan Engineering Council (PEC) Number (where applicable):** \_\_\_\_\_

**Vendor Number:** \_\_\_\_\_

[illegible]

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Authorized Person's Name: \_\_\_\_\_

Authorized Person's Designation: \_\_\_\_\_

Authorized Person's Signature \_\_\_\_\_

**Company Seal:** \_\_\_\_\_

  
Chairman

**B-(I) PROJECTS OF SIMILAR NATURE**

At least one similar nature of work having minimum cost 80% of the estimate cost of the work completed during past Five (05) years duly supported with completion certificate, certified copies of detailed working estimate and SPPRA ID's shown Bid Evaluation Report.

| Sr.No.                                                      | 1 | 2 | 3 | 4 |
|-------------------------------------------------------------|---|---|---|---|
| Name of Contract:                                           |   |   |   |   |
| Country:                                                    |   |   |   |   |
| Name of Procuring Agency With Address, Tele, Fax.           |   |   |   |   |
| Nature of works and special features                        |   |   |   |   |
| Contract Role and percentage (Mention: Sole, Sub Contactor) |   |   |   |   |
| Value of the total contract In Million PKR                  |   |   |   |   |
| Value of out standing work In Million PKR                   |   |   |   |   |
| Date of Award:                                              |   |   |   |   |
| Date of Completion/<br>Estimated Date of Completion         |   |   |   |   |
| Reasons of Delay                                            |   |   |   |   |



**B-(II) PROJECTS OF SIMILAR NATURE**

At least two (02) similar nature works each having minimum cost 50% of the estimate cost, completed during past Five (05) years duly supported with completion certificate, certified copies of detailed working estimate and SPPRA ID's shown Bid Evaluation Report.

| Sr.No.                                                                                     | 1 | 2 | 3 | 4 |
|--------------------------------------------------------------------------------------------|---|---|---|---|
| Name of Contract:                                                                          |   |   |   |   |
| Country:                                                                                   |   |   |   |   |
| Name of Procuring Agency With Address, Tele, Fax.                                          |   |   |   |   |
| Nature of works and special features relevant to the contract for which applied:           |   |   |   |   |
| Contract Role and percentage (Mention: Sole, Sub Contactor or Partner in a Joint Venture). |   |   |   |   |
| Value of the total contract In Million PKR                                                 |   |   |   |   |
| Value of out standing work In Million PKR                                                  |   |   |   |   |
| Date of Award:                                                                             |   |   |   |   |
| Date of Completion/ Estimated Date of Completion                                           |   |   |   |   |
| Reasons of Delay                                                                           |   |   |   |   |

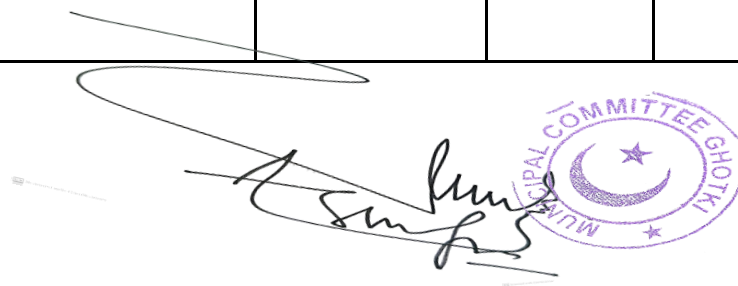


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## Clients Information of Form 2 &amp; 3

Details of Clients (Name of Project, Name of Client, Contact Person, Contact Details)

| Sr.No. | Name of Project | Completion Date | Project Cost | Name of Client | Contact Details |
|--------|-----------------|-----------------|--------------|----------------|-----------------|
| 1      |                 |                 |              |                |                 |
| 2      |                 |                 |              |                |                 |
| 3      |                 |                 |              |                |                 |
| 4      |                 |                 |              |                |                 |
| 5      |                 |                 |              |                |                 |
| 6      |                 |                 |              |                |                 |



Handwritten signature and official stamp of the Municipal Committee Ghotki.

**PROPOSED STAFFING**

Firm / Constructor should provide the names of suitably qualified personnel to meet the specified requirements stated (Evaluation and Qualification Criteria)

| Sr.No. | Title of Position | Name | (Experience)<br>Years with the<br>firm | PEC<br>Registration No. | Proof/employment<br>verification<br>of working<br>staff |
|--------|-------------------|------|----------------------------------------|-------------------------|---------------------------------------------------------|
| 1      |                   |      |                                        |                         |                                                         |
| 2      |                   |      |                                        |                         |                                                         |
| 3      |                   |      |                                        |                         |                                                         |
| 4      |                   |      |                                        |                         |                                                         |
| 5      |                   |      |                                        |                         |                                                         |
| 6      |                   |      |                                        |                         |                                                         |



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The data regarding experience of the personnel required should be supplied separately using the Form below.

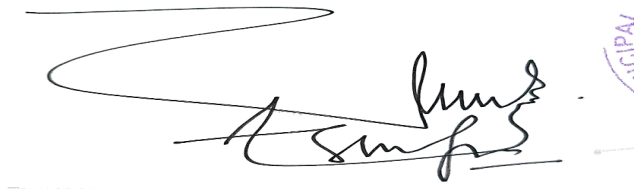
**Curriculum Vitae (CV) for Proposed Staff**

**(Signature by Employee on their CV is Mandatory)**

**(Attached copies of PEC registration certificate and CNIC)**

- 01 Proposed Position: \_\_\_\_\_
- 02 Name of Expert: \_\_\_\_\_
- 03 Name of Firm: \_\_\_\_\_
- 04 Current Residential Address: \_\_\_\_\_
- Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_
- E-Mail Address: \_\_\_\_\_
- 05 Date of Birth: \_\_\_\_\_ Citizen ship: \_\_\_\_\_
- 06 Qualification: \_\_\_\_\_
- 07 PEC Registration No: \_\_\_\_\_
- 08 Work Experience: \_\_\_\_\_

| From | To | Company / Project / Position / Relevant Technical and Management Experience |
|------|----|-----------------------------------------------------------------------------|
|      |    |                                                                             |
|      |    |                                                                             |
|      |    |                                                                             |
|      |    |                                                                             |
|      |    |                                                                             |
|      |    |                                                                             |





Firm / Constructor shall provide adequate information to demonstrate clearly that it has the capability to meet there quirements for the key equipment whether owned / leased / rented listed in (Evaluation and Qualification Criteria).

**Equipment Capabilities (owned by the constructor / firm)**

| Sr.# | Name of Equipment | Name of manufacturer | Mode land power rating | Capacity | Year of manufacture | Current location | Ownershi p details attached on page number | Any other details deemed necessary |
|------|-------------------|----------------------|------------------------|----------|---------------------|------------------|--------------------------------------------|------------------------------------|
| 1    |                   |                      |                        |          |                     |                  |                                            |                                    |
| 2    |                   |                      |                        |          |                     |                  |                                            |                                    |
| 3    |                   |                      |                        |          |                     |                  |                                            |                                    |
| 4    |                   |                      |                        |          |                     |                  |                                            |                                    |
| 5    |                   |                      |                        |          |                     |                  |                                            |                                    |
| 6    |                   |                      |                        |          |                     |                  |                                            |                                    |
| 7    |                   |                      |                        |          |                     |                  |                                            |                                    |
| 8    |                   |                      |                        |          |                     |                  |                                            |                                    |
| 9    |                   |                      |                        |          |                     |                  |                                            |                                    |
| 10   |                   |                      |                        |          |                     |                  |                                            |                                    |



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## Equipment Capabilities (leased / rented by the constructor / firm)

| Sr.# | Name of Equipment | Mention whether leased or rented | Name of owner | address of owner | Contact name and title with Telephone Fax & E Mail of the Owner | Agreement's Details of rental/lease/manufacture agreements specific to the project |
|------|-------------------|----------------------------------|---------------|------------------|-----------------------------------------------------------------|------------------------------------------------------------------------------------|
| 1    |                   |                                  |               |                  |                                                                 |                                                                                    |
| 2    |                   |                                  |               |                  |                                                                 |                                                                                    |
| 3    |                   |                                  |               |                  |                                                                 |                                                                                    |
| 4    |                   |                                  |               |                  |                                                                 |                                                                                    |
| 5    |                   |                                  |               |                  |                                                                 |                                                                                    |
| 6    |                   |                                  |               |                  |                                                                 |                                                                                    |
| 7    |                   |                                  |               |                  |                                                                 |                                                                                    |
| 8    |                   |                                  |               |                  |                                                                 |                                                                                    |
| 9    |                   |                                  |               |                  |                                                                 |                                                                                    |
| 10   |                   |                                  |               |                  |                                                                 |                                                                                    |



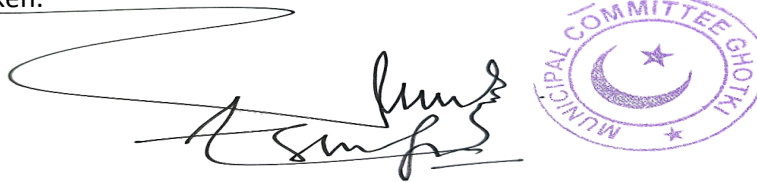
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## FINANCIAL RESOURCES

| Sr. No. | Name & Address Of Bank | Contact name and title | Telephone, Fax & E-Mail Address |
|---------|------------------------|------------------------|---------------------------------|
|         |                        |                        |                                 |
|         |                        |                        |                                 |
|         |                        |                        |                                 |
|         |                        |                        |                                 |
|         |                        |                        |                                 |
|         |                        |                        |                                 |

## Source of Financing:

Constructor / Firm shall provide documentary evidence for funding the projectas mentioned in instructions to applicants for which evaluation is being undertaken.



The image shows a handwritten signature in blue ink, which appears to be 'A. S. M. F.', written over a circular official stamp. The stamp is purple and contains the text 'MUNICIPAL COMMITTEE GHOTKI' around the perimeter, with a crescent moon and star in the center.

## **B. The Bidding Documents**

### **v. Content of Bidding Documents**

- v.a** The bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
  - (k) Manufacturer's Authorization Form

### **vi. Clarification of Bidding Documents**

- vi.a** The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### **Vii Amendment of Bidding Documents**

- vii.a** At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- vii.b** All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- vii.c** In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.



### C. Preparation of Bids

- |                                        |     |                                                                                                                                                                                                                                                                                                     |
|----------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Scope</b>                        | 1.1 | <b>MUNICIPAL COMMITTEE GHOTKI.</b> intends the subject procurement through National Competitive Bidding Single Stage One Envelope Procedure as per SPPRA Rules-2010 (Amended up to date).                                                                                                           |
| <b>2. Language of Bid</b>              | 2.1 | The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language.                                                                                                          |
| <b>3. Documents Comprising the Bid</b> | 3.1 | The bid prepared by the Bidder shall comprise the following components:<br>a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.<br>b) bid security furnished in accordance with ITB Clause-9.                                                                                     |
| <b>4. Bid Prices</b>                   | 4.1 | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.                                                                                                                           |
|                                        | 4.2 | The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services. |
|                                        | 4.3 | Prices quoted by the by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.                                                                                                    |
|                                        | 4.4 | Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.                                                                                                                                                                                                              |
| <b>5. Bid Form</b>                     | 5.1 | The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.                                                                 |
| <b>6. Bid Currencies</b>               | 6.1 | Prices Shall be quoted in Pak Rupees.                                                                                                                                                                                                                                                               |
| <b>7. Bidder's Eligibility</b>         | 7.1 | As defined in Bid Data Sheet.                                                                                                                                                                                                                                                                       |



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

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

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive: till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and

**9. Bid Security**

9.1 The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture The bid security shall be denominated in the currency of the bid:

- a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank;
- b) be submitted in its original form: copies will not be accepted;
- c) remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.

9.2 bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.

9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.

9.4 The bid security may be forfeited:

- a) if a Bidder withdraws its bid during the period of bid validity or
- b) in the case of a successful Bidder, if the bidder fails:
  - (i) to sign the contract in accordance or
  - (ii) to furnish performance security



- 10. Period of Validity of Bids**
- 10.1** Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
- 10.2** In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor permitted to modify its bid.
- 11. Format and Signing of Bid**
- 11.1** The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2** The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- 11.3** Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 12. Sealing and Marking of Bids**
- 12.1** The Bidder shall seal the original bid in envelope, duly marking the envelope as "ORIGINAL BID". The envelope shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement **"DO NOT OPEN BEFORE**
- 12.2** If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.
- 13. Deadline for Submission of Bids**
- 13.1** Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.
- 13.2** The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline
- 14. Late Bids**
- 14.1** Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.



- 15. Modification and Withdrawal of Bids**
- 15.1** The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids
- 15.2** No bid may be modified after the deadline for submission of bids.
- 15.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.
- E. Opening and Evaluation of Bids**
- 16. Opening of Bids by the Procuring agency**
- 16.1** The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 16.2** The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
- 17. Clarification of Bids**
- 17.1** During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted
- 18. Preliminary Examination**
- 18.1** The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.



- 18.3** Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself
- 18.4** If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 19. Evaluation and Comparison of Bids**
- 19.1** The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2** The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 20. Contacting the procuring agency**
- 20.1** No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 20.2** Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.



### Award of contract

- |                                                                                    |             |                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>21. Post – Qualification</b>                                                    | <b>21.1</b> | In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.                                                                                                                    |
|                                                                                    | <b>21.2</b> | The determination will take into account the Bidder 's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate. |
|                                                                                    | <b>21.3</b> | An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.                                                                      |
| <b>22. Award Criteria</b>                                                          | <b>22.1</b> | The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.                                                     |
| <b>22.a Procuring Agency's right to vary quantities at the time of award</b>       | <b>a</b>    | The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.                                          |
| <b>23. Procuring agency's Right to Accept any Bid and to Reject any or All Bid</b> | <b>23.1</b> | Subject to relevant provisions of SPP Rules 2010 (Amended to date), the Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award                                                                                                                     |
|                                                                                    | <b>23.2</b> | Pursuant to Rule 45 of SPP Rules 2010 (Amended to date), Procuring agency shall hoist the evaluation report on Authority 's web site, and intimate to all the bidders three working days prior to notify the award of contract.                                                                                                                       |
| <b>24 Notification of Award</b>                                                    | <b>24.1</b> | Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.                                                                                                                                                                                            |
|                                                                                    | <b>24.2</b> | Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.                                                                                                                                                |



**25. Signing of Contract**

- 25.1** At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 25.2** Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 25.3** For enhancement of quality and efficiency terms & conditions of tender can be reviewed with the mutual consent between successful bidder(s) and Procuring Agency.

**26. Performance Security**

- 26.1** Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 26.2** Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

**27. Corrupt or Fraudulent Practices**

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

- (a) "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;
- (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, i/c 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;

b) “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 in to 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.



## Part-II

### General Conditions of Contract

#### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) **"The Goods"** means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract
- (e) **"GCC"** mean the General Conditions of Contract contained in this section.
- (f) **"SCC"** means the Special Conditions of Contract.
- (g) **"The Procuring agency"** means MUNICIPAL COMMITTEE GHOTKI
- (h) **"The Supplier"** means the individual or firm supplying the Goods and Services under this Contract.
- (i) **"SPP Rules 2010"** means the Sindh Public Procurement Rules 2010 (Amended to date).
- (j) **"Day"** means calendar day.



- |                                 |            |                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2. Standards</b>             | <b>2.1</b> | The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods' country of origin. Such standards shall be the latest issued by the concerned institution.                                         |
| <b>3. Patent Rights</b>         | <b>3.1</b> | The Supplier shall indemnify the Procuring agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.                                                                                                                  |
| <b>4. Performance Security</b>  | <b>4.1</b> | Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.                                                                                                                   |
|                                 | <b>4.2</b> | The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier ' s failure to complete its obligations under the Contract.                                                                                                                                                      |
|                                 | <b>4.3</b> | The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;                                                                                                                             |
|                                 | <b>4.4</b> | The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier ' s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.                                                    |
| <b>5. Inspections and Tests</b> | <b>5.1</b> | The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. |
|                                 | <b>5.2</b> | Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency                                                                       |
|                                 | <b>5.4</b> | The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.                                                                                                         |
|                                 | <b>5.5</b> | Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.                                                                                                                                                                                                                                   |



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|----------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>6. Packing</b>                | <b>6.1</b>  | The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>7. Delivery and Documents</b> | <b>7.1</b>  | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping/ transportation and/or other documents to be furnished by the Supplier are specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>8. Insurance</b>              | <b>8.1</b>  | No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>9. Transportation</b>         | <b>9.1</b>  | The Supplier is required under the Contact to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>10. Incidental Services</b>   | <b>10.1</b> | <p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>                                                                                                             |
| <b>11. Spare Parts</b>           | <b>11.1</b> | <p>The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and</li> <li>ii following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> |



## 12. Warranty

- 12.1** The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 12.2** This warranty / maintenance period shall remain valid for One (01) Year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract
- 12.3** If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract

## 13. Payment

- 13.1** The firm should submit stamp duty as per Government Rule before execution of work
- 13.2** Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.
- 13.3** If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm
- 13.4** If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.
- 13.5** In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.
- 13.6** The currency of payment is Pak. Rupees.



- |                                                 |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>14. Prices</b>                               | <b>14.1</b> | Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>15. Contract Amendments</b>                  | <b>15.1</b> | No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>16. Delays in the Supplier's Performance</b> | <b>16.1</b> | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                 | <b>16.2</b> | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions obstructing timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.                                                    |
|                                                 | <b>16.3</b> | Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17 unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.                                                                                                                                                                                                                                                                                                                                                            |
| <b>17. Liquidated Damages</b>                   | <b>17.1</b> | Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause |
| <b>18. Termination for Default</b>              | <b>18.1</b> | <p>The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all of the Goods within the period (s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or</p> <p>(b) If the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(C ) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>                      |



- 18.2** In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 18.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or services.  
However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 19. Force Majeure**
- 19.1** Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2** For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 19.3** If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 20. Termination for Insolvency**
- 20.1** The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the procuring agency.
- 21. Termination for Convenience**
- 21.1** The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.



- 21.2** The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- (a) to have any portion completed and delivered at the Contract
  - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers
- 22. Resolution of Disputes** Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.
- 23. Governing Language** The Contract shall be written in English language all Language correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same
- 24. Applicable Law** The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended up to date).
- 25. Taxes and Duties** **25.1** Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.
- 26. Overriding effect of Sindh Public Procurement Rules 2010 (Amended 2019)** In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended up to date) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents



### Part-III [Bid Data Sheet]

The following specific data for the subject procurement to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| Introduction                       |                                                                                                                                        |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| ITB 1                              | Name of Procuring Agency: <b>MUNICIPAL COMMITTEE GHOTKI</b> Email Address: - municipalcommitteeghotki@gmail.com Phone /Fix 0723-681286 |
| Bid Price and Currency             |                                                                                                                                        |
| ITB 4                              | Prices quoted by the Bidder shall be "fixed" and in" Pak Rupees                                                                        |
| Preparation and Submission of Bids |                                                                                                                                        |

ITB 7

#### Selection / Eligibility / Responsiveness criteria:

- Bidder should quote price only in PKR. with all corrected applicable taxes and duties.
- The bidder must be a manufacturer/authorized dealer/authorized distributor/Govt: Contractor
- Bid should be accompanied with client list.
- Bidder should strictly comply with technical specification; no optional / Alternative item will not be accepted without bid security. In case, without bid security of optional / alternate item, complete bid shall be rejected.
- Relevant Experience 05 years (A) at least one similar nature of work having const 80% of the estimate cost of the work, or (b) at least to similar nature of work each having minimum cost 50% of the estimated cost.
- Registration with PEC (Where applicable)
- Registered with FBR, (NTN Number) (Active)
- Registration with Sindh Revenue Board (SRB) (Active)
- GST Registration Certificate.
- Turnover of at least last Five years (04 million).
- Bank Statement last (3) years financial turn over.
- Bidder must not have forfeited performance security deposit with Procuring Agency (MUNICIPAL COMMITTEE GHOTKI.).
- The words "Or Equivalent" shall not be used for items of which prices are quoted. Bidders must clearly mention brand name and specifications and using words "or equivalent" in explicit brand name or specifications will lead to ambiguity and will ultimately result in Rejection of complete bid.
- Company profile
- An Affidavit Rs:500/= that firm has never been black listed

|          |                                                                       |
|----------|-----------------------------------------------------------------------|
| ITB 9    | <b>Amount of bid security. 5% of Bid Value</b>                        |
| ITB 10   | <b>Bid validity period. 90 days</b>                                   |
| ITB 11   | <b>Number of copies. One original - - -</b>                           |
| ITB 13   | <b>Deadline for bid submission. As notified in NIT</b>                |
| ITB 19.1 | <b>Bid Evaluation: The Most Advantageous evaluated responsive bid</b> |



*[Handwritten signature]*

**Other Terms & Conditions:**

- i. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted / opened on next working day at the given time
- ii. Tender documents can also be obtained by post against Pay Order/Bank Draft of Rs-800/- as courier charges in addition of tender fee
- iii. SIBAU may reject all or any bid subject to relevant provision of SPP Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules.
- iv. Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected.  
Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this Web Site SPPRA, and also can be obtained from the
- v. office of the Procurement Department, MUNICIPAL COMMITTEE GHOTKI. at Office of the MUNICIPAL COMMITTEE GHOTKI. (s) with incomplete bidding documents will straightaway be rejected.
- vi. Bidders are required to provide their valid e-mail Ids and contact numbers (s) for effective and timely communication
- vii. Affidavit that firm has never been blacklisted.
- viii. All Bidding documents must be signed, named & stamped by authorized person of the firm/ Companies along with authorized letter.
- ix. Incomplete, conditional and tender without required bid security as specified in the bidding documents, shall be reject. Each page of bidding documents should be signed and stamped.
- x. Contract Agreement and Integrity Pact both are mandatory for successful bidder  
Prescribed Sales Tax Invoice, payment of Stamp Duty at rate specified by Government of Sindh, Valid
- xi. Professional Tax Certificate and Job Completion / Inspection Certificate duly issued by Indenting Department will be required for payment. However, withholding of all government Taxes shall apply as rates specified



**MUNICIPAL ENGINEER/CHAIRMAN  
PROCUREMENT COMMITTEE  
MUNICIPAL COMMITTEE GHOTKI**

## **Part-IV**

### **Special Conditions of Contract**

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

**1. Definitions (GCC Clause 1)**

GCC 1 (g)—The Procuring Agency is: MUNICIPAL COMMITTEE GHOTKI

**2. Performance Security (GCC Clause 4)**

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 5%. Performance Security shall be released on recommendations of indenting Department or after completion of six months whichever is earlier. The bid security of successful bidder may be retained as the performance security.

**3. Inspections and Tests (GCC Clause 5)**

Inspection of SIBAU shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

**4. Delivery and Documents (GCC Clause 7)**

GCC 10—Supplier shall supply and install the good within seven calendar days after receipt of Purchase Order via courier or electronic/ICT means and shall submit the following.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty and guarantee certificate (if required & mentioned as per Part-VIII)

**5. Warranty (GCC Clause 12)**

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

**6. Payment (GCC Clause 13)**

100% of the Contract Price shall be paid upon 100% delivery after issuance of Inspection Certificate from Indenting Department. Bidder is responsible to get Inspection Certificate from Indenting Department

**7. Liquidated Damages (GCC Clause 17)**

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

**8. Resolution of Disputes (GCC Clause 22)**

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended up to date

**9. Applicable Law (GCC Clause 24)**

GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh



**Part-V**

**SCHEDULE OF REQUIREMENTS**

The delivery schedule hereafter expressed the date of delivery required.

| Sr.# | Items/Quantity                                                  | Delivery time after          | Location of                                        |
|------|-----------------------------------------------------------------|------------------------------|----------------------------------------------------|
| 01.  | [As specified in Part – VII of this bidding documents at P-41]. | Preferably within<br>30 Days | at<br>Store Section,<br>MUNICIPAL COMMITTEE GHOTKI |

**Note: specifications of above items are attached**





## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2026 between Municipal Committee Ghotki. (Hereinafter called "the Procuring agency") of the one part and [name of Supplier] of [city and country of Supplier](hereinafter called "the Supplier") of the other part:

**WHEREAS** the Procuring agency invited bids for certain goods and ancillary services, viz., Procurement of  
**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

4. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications.
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring agency's Notification of Award
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)



## Performance Security Form

To:

**MINICIPAL COMMITTEE GHOTKI**

**WHEREAS** [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of **Contract** No. [reference number of the contract] dated \_\_\_\_\_ 2026 to supply [description of goods and services] (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a guarantee:

**THEREFORE**, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2026 .

### Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]



**Form-VI**

**Manufacturer's Authorization Form**

**To:**

---

**MUNICIPAL COMMITTEE GHOTKI**

**WHEREAS** [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently sign the Contract with you against NIT No. [reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

---

**[signature for and on behalf of Manufacturer]**

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.





**Part-VIII**  
**Integrity Pact**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: \_\_\_\_\_

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

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

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

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

represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate broker consultant, director, promoter, shareholder, Sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

\_\_\_\_\_ 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard \_\_\_\_\_ agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission gratification, bribe, finder's fee or kickback given by

\_\_\_\_\_ 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 PA.

  
[Procuring Agency]



[Supplier /Contractor/Consultant]

# OFFICE OF THE MUNICIPAL COMMITTEE GHOTKI

**"SAY NO TO CORRUPTION"**

**Bidders Technical Eligibility / Qualification Criteria**

Name of Scheme:- **Supplying of Solar plate & fans for distribution in under pervilaged person Ward No 01 to 07**

01

## TERMS & CONDITIONS.

- a Under following conditions bid will be rejected: -**
- i Conditional and telegraphic bids/tenders.
  - ii Bids not accompanied by bid security of required amount and form.
  - iii Bids received after specified date and time.
  - iv Black listed firms.
  - v The contractors who submits incomplete bidding documents will be treated as not substantially responsive bid.
- b Bid validity Period: - (90) days.**
- c** Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.
- d** All Taxes/Income Tax Federal Board of Revenue & S.S.T Sindh Revenue Board as per rules.
- e** Firm /Companies / Service Providers shall be registered with Tax Authorities

02

## (ELIGIBILITY CRITERIA)

| Sr.# | REQUIRED ELIGIBILITY/ QUALIFICATION CRITERIA                                                                                                                                                                         |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01   | Registration with PEC (Where applicable)                                                                                                                                                                             |
| 02   | Registered with FBR, (NTN Number) (Active)                                                                                                                                                                           |
| 03   | Sales Tax Registration                                                                                                                                                                                               |
| 04   | Registration with Sindh Revenue Board (SRB) (Active)                                                                                                                                                                 |
| 05   | Relevant Experience 05 years (A) at Last one Similar nature of work having conts 80% of the estimate cost of the work, or (b) at least two similar nature of work each having minimum cost 50% of the estimate cost. |
| 06   | Turnover of at-least last five years (04 million).                                                                                                                                                                   |
| 07   | Bank Statement last (3) years financial turn over.                                                                                                                                                                   |
| 08   | Bid Security Call Deposit (5%) must be attached                                                                                                                                                                      |
| 09   | Bid is signed, named and stamped by the authorized person of the firm / contractor along with authorization letter.                                                                                                  |
| 10   | An Affidavit Rs:500/= that firm has never been black listed                                                                                                                                                          |



# **MUNICIPAL COMMITTEE GHOTKI**

## **FORM OF CONTRACTOR AGREEMENT**

**Subject:** Supplying of Solar plate & fans for distribution in under pervilaged person Ward No

01 to 07

**Cost:** \_\_\_\_\_ **Rs:** 27,300,000

The Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ at Ghotki between the Municipal Committee Ghotki herein after called the Municipal Committee Ghotki (Which expression Shall mean and Included his Successors) on the one part and M/S \_\_\_\_\_ Have the office at \_\_\_\_\_ through their Proprietor \_\_\_\_\_ herein after call the contractor" (which expression shall mean and included his successors, administrator and assigness) on the other parts."

Whereas the Municipal Committee Ghotki has accepted the tender of the Contractor for Construction and completion of the work namely:- Supplying of Solar plate & fans for distribution in under pervilaged person Ward No 01 to 07

at a of Cost Rs: 27,300,000.0 within a period of (24 Months)and penalty 0.35% of Estimate cost or Bid Cost per day of delay, according to the speciification and general conditions of the contract signed by the contractor after having made himself full acquainted with their meaning

And whereas the contractor has already furnished with the Municipal Committee Ghotki the 5.0% bid amount of Rs:- 1,365,000.00 on account of Bid/performance security for the said contractor.

The folloning documents after incorporating agenda,except those parts relating to instructions to bidders shall be deemed to form and be read and construed as part of this Agreements, viz:

- a) The Contract Agreement;
- b) The Letter of Acceptance;
- c) The Completed form of Bid;
- d) The Standard and special Terms & Conditions of Contract- part;
- e) The priced Bill of Quantities

In consideration of the payments to be made by the Municipal Committee Ghotki to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Municipal Committee Ghotki to execute and complete the works and remedy defects therein In conformity and in all respects with the provisions of the contract.

The Municipal Committee Ghotki hereby convenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of contract, the contract price or such other sum as may be become payable under the provisions of the contract at the time and in the manner prescribed by the contractor.

The contractor has given a line to the Municipal Committee Ghotki over the Security for due fulfillment of the contract and do hereby bind himself, his heirs, successor legal representative and assignee to pay to the Municipal Committee Ghotki Penalty through forfeiture of the side Security in case of breach of any condition of the contract with out prejudice to the right of Municipal Committee Ghotki to recover the damages from the Contractor for any such breach as per condition of the contract.

Now therefore this agreement Witnesses that the Municipal Committee Ghotki and the Contractor Shall respectively and Shall well truly carry out and fulfill the contract and abide by all terms and conditions and specification thereof.

In witness whereof the side parties have set their respective hands

on this \_\_\_\_\_ of \_\_\_\_\_ 2026

### **WITNESS:**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_