



USAID
FROM THE AMERICAN PEOPLE



**Project Management Unit
Municipal Service Delivery program.
Government of Khyber Pakhtunkhwa**

Bidding Document

For procurement

**Motor Cycle Loader for Solid Waste Management
Water & Sanitation Services Company D.I. Khan, Malakand, Bannu and Hazara
With the Assistance of USAID Pakistan**

April, 2022.

**Project Management Unit (MSP)
Local Government, Election and Rural Development Government of Khyber Pakhtunkhwa
University Town Peshawar**

PARTONE(UNCHANGABLE)

- 1- Invitation to bidder
- 2- InstructionstoBidders(ITB)
- 3- GeneralConditionsofContract(GCC)

TableofContents-PartOne

PART ONE - SECTION I. INVITING AND INSTRUCTIONS TO BIDDERS	
Invitation to Bidder	5
Notes on the Instruction to Bidders	6-7
Table of Clauses	8-9
Instructions to Bidders	9-23
PART ONE – SECTION II. GENERAL CONDITIONS OF CONTRACT	24
Notes on the General Conditions of Contracts	24
Table of Clauses	25
General Conditions Of Contracts	26-34

INVITATION TO BIDS

The Project Management Unit (MSP) Local Government, Election and Rural Development, Government of Khyber Pakhtunkhwa intends to purchase the Equipment / Machinery for Solid Waste Management for Water & Sanitation Services Companies (Peshawar, D.I.Khan & Malakand) with the Assistance of USAID Pakistan as per single stage – two envelopes system (Technical and Financial). Bids from well-known manufacturers having 3S facility i.e. Sale, Service & spare parts in Khyber Pakhtunkhwa.

The interested bidders shall submit their bids on or before 20-05-22 till 2.00 PM and on the same day the technical proposals / bids shall be opened at 2.30 AM in the presence of bidders or their authorized representatives. Pre-Bid meeting will be held on 12-05-22 at 11.00 am in conference room of MSP/PMU office Peshawar.

S.No.	Package	Name of Machinery		Qty.
1.	1.	Vehicle Body Superstructure		
		i.	Superstructure of Arm Roll 22M ³ with One Container	3 Nos.
		ii.	Hydraulic Trolley for Tractor Loading Capacity 5 ton	102 Nos.
		iii.	Superstructure of Complete Mini Dumper 1.15 M ³	54 Nos.
2.	2.	i.	Motorcycle Loader	100 Nos.
3.	3.	i.	Sludge sucker machine	2 Nos.

The following shall be the terms & conditions and procedure for submission of tender: -

1. Complete set of Tender Documents (serial No-01 to 03) along with detailed Terms & Conditions can be purchased from the office of Project Director, Project Management Unit (MSP) Local Government, Election and Rural Development, Government of Khyber Pakhtunkhwa Peshawar, against payment of Rs. 2000 (non-refundable).
2. Income Tax, Sales Tax, KPRA, Body building and manufacturer's certificate and all other relevant documents should be submitted along with the written application for obtaining Tender Forms.
3. Only technical Bids will be opened on date of tender opening in the presence of interested bidders, while financial bids of technically qualified bidders will be opened on a date to be intimated later on.
4. 02% earnest money in the shape of Call Deposit/CDR in the name of Project Director, Project Management Unit (MSP) Local Government, Election and Rural Development, Government of Khyber Pakhtunkhwa Peshawar will be submitted along with Financial Bid. An affidavit on stamp paper must be attached with technical Bid stating that the required amount of Bid security is attached with financial Bid.
5. Last date of obtaining bidding documents is 18-12-19 during office hours.
6. All applicable taxes including GST etc as per Government Rules, shall be included in offered prices.
7. All the rates shall be quoted on (FOR) basis with free supply to the destination prescribed in bidding document.
8. Bidder shall provide complete literature, specification, drawings along with proof of supply of such items to other customers in their Technical bid.
9. Successful bidder shall provide complete operational training to the user department at the time of supply of goods.
10. Bidder may quote/apply separately for each Serial No. of Tender.
11. Incomplete, overwritten, conditional, or telegraphic tenders shall not be entertained.
12. The competent authority/PMU reserves the right to accept or reject any or all tenders with cogent reason as per KPPRA Rules.
13. This advertisement and bid document can also be downloaded from PMU MSP website (www.msppk.gov.pk) and KPPRA website.
14. USAID/Pakistan has, in cooperation with the USAID office of Inspector General, established the Anti-Fraud Hotline to provide an avenue for the reporting of fraud, waste and abuse which may be associated with USAID funded projects in Pakistan. Complaints are handled with complete confidentiality and individuals are encouraged to report when corruption, fraud, waste or abuse may exist in the USAID/Pakistan Projects. Reports can be filed anonymously via easy-to-use Hotline (toll free number 0800 84700); email at complaints@anti-fraudhotline.com; fax at 021-35390410; postal address at 5-C, 2nd floor khayaban-e-Ittehad, Phase VII, DHA, Karachi, Pakistan; and on the website www.anti-fraudhotline.com.

Project Director
Project Management Unit, MSP KP, Peshawar
H#43-B/1, Sahibzada Abdul Qayyum khan road university Town, Peshawar.091-5850523

PartOne–Section1

InstructionstoBidders

Table of Clauses

A.	Introduction	9
1.	Source of Funds, Scope of bids	10
2.	Eligible Bidders	10
3.	Eligible Goods and Service	11
4.	Cost of Bidding	11
B.	The Bidding Document	12
5.	Content of Bidding Documents	12
6.	Clarification of Bidding Documents	12
7.	Amendment of Bidding Documents	12
C.	Preparation of Bids	12
8.	Language of Bid	13
9.	Documents Comprising the Bid	13
10.	Bid Form	13
11.	Bid Prices	14
12.	Bid Currencies	14
13.	Documents Establishing Bidder's Eligibility and Qualification	14
14.	Documents Establishing Goods' Eligibility and Conformity to the Bidding Documents	14
15.	Bid Security	115
16.	Period of Validity of bids	16
17.	Format and Signing of Bid	16
D.	Submission of Bids	17
18.	Sealing and Marking of bids	17
19.	Deadline for Submission of bids	17

20.	Late bids	17
21.	Modification and Withdrawal of Bids	17
E.	Opening and Evaluation of Bids	17
22.	Opening of Bids by the Procuring Agency	18
23.	Technical bid	18
24.	Financial bid	18
25.	Form of bid	18
26.	Opening of bid	18
F.	Clarification of Bids	18
27.	Preliminary Examination	19
28.	Evaluation and Comparison of Bids	19
29.	Contacting the Procuring Agency	21
30.	Award of Contract	21
31.	Post-Qualification	21
32.	Award Criteria	21
33.	Procuring Agency's Right To Vary Quantities At Time Of Award	22
34.	Procuring Agency's Right To Accept Any Bid And To Reject Any Or All Bids	22
35.	Notification of Award	22
	Signing of Contract	22
	Performance Security	22
	Corrupt Or Fraudulent Practices	23
	IntegrityPact	23

Instructions to Bidders

A. Introduction

<p>1. Source of Funds</p>	<p>1.1</p>	<p>The Procuring agency have received/applied for funds from the donor USAID FUNDS source indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this grant/funds will be applied to eligible payments under the contract for which these bidding documents are issued.</p>
	<p>1.2</p>	<p>The funds referred to above in addition shall be –Public Fund which according to 2 (l) of KPPRA Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.</p>
	<p>1.3</p>	<p>Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Khyber Pakhtunkhwa, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.</p>
<p>Scope of Bid</p>	<p>1.4</p>	<p>Scope of Bid Project Management Unit (MSP) Local Government, Election and Rural Development, Government of Khyber Pakhtunkhwa, (hereinafter called “the Employer”) wishes to receive bids for the following scope of work: “Purchase of Equipment / Machinery for Solid Waste Management for Water & Sanitation Services Companies (Peshawar, D.I.Khan & Malakand, Bannu and Hazara) as per details in schedule of supplies” Bidders must quote for the complete scope of each Lot. Any bid covering partial scope of work will be rejected as non-responsive, pursuant to Clause IB.24.</p>

2. Eligible Bidders	2.1	This Invitation for Bids is open to all eligible bidders from eligible sources defined in the KPPRA Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	Bidders should not be associated, or have been associated in the Past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa 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 Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.
3. Eligible Goods & Services	3.1	All goods and related services to be supplied under the contract shall have their origin for equipment's (USA, EUROPE, JAPAN) in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, —origin means the place where the Goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4. Cost of bidding	4.1	The Bidder shall bear all costs associated with the preparation and Submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to, as —the Procuring agency, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		B. The Bidding Documents

5.Content of Bidding Documents	5.1	<p>The bidding documents include:</p> <ul style="list-style-type: none"> a) Instructions to Bidders (ITB) b) Bid Data Sheet c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Schedule of Requirements f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer's Authorization Form
	5.2	<p>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.</p>
6.Clarification of Bidding Documents	6.1	<p>An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Bidding Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.</p>
7.Amendment of Bidding Documents	7.1	<p>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 an interested Bidder, may modify the bidding documents by amendment.</p>
	7.2	<p>All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.</p>
	7.3	<p>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.</p>

C.Preparation of Bids

8.Language of Bid	8.1	The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent pages in which case, for purposes of interpretation of the Bid, the English translation shall govern
9.Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12. b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and d) Bid security furnished in accordance with ITB Clause 15.
10.Bid Form	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
11.Bid Prices	11.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) and Cost & Freight (C&F) based prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating
		the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. In pursuance to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees
13. Documents Establishing Bidder's	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
Eligibility and Qualification	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted, shall establish to the Procuring agency's satisfaction: a) That, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country; b) That the Bidder has the financial, technical, and production capability necessary to perform the contract; c) That, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or technical Specifications; and d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which, shall be confirmed by a certificate of origin issued at the time of shipment
	14.3	<p>The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) A detailed description of the essential technical and performance characteristics of the goods; b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and c) An item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
15. Bid Security	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
	15.2	The bid security is required to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
	15.3	<p>The bid security shall be in Pak. Rupees and shall be the following forms:</p> <p>Irrevocable en-cashable Bank call-deposit. (where verified by PE from concern bank)</p>

	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as non-responsive, pursuant to ITB Clause 24.
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) In the case of a successful Bidder, if the Bidder fails: i. To sign the contract in accordance with ITB Clause 32; Or ii. To furnish performance security in accordance with ITB Clause 33.
16. Period of Validity of Bids	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
	16.2	In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
17. Format and Signing of Bid	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" "COPY OF THE BID"
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The bidder/ person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to the contract execution if the Bidder is awarded the contract.

D.Submission of Bids		
18.Sealing& Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an Outer envelope.
	18.2	The inner and outer envelopes shall: a. Be addressed to the Procuring agency at the address given in the Bid Data Sheet; and b. Bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.
19.Deadline for Submission of Bids	19.1	Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	9.2	The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20.Late Bids	20.1	Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21.Modification And Withdrawal Of Bids	21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bid 15.7

	21.4	No bid may be withdrawn in the interval between the deadline for submission of bid and expiration of period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during the interval may result in the bidder forfeiture of its bid security ,pursuant ITB Claus
--	------	--

E. Opening and Evaluation of Bid

22	22.1	<p>The Procuring agency will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.</p> <p>22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>22.4 The Procuring agency will prepare minutes of the bid opening</p> <p>Technical Bid preparation</p> <p>The Technical bid, prepared by the bidder shall comprise the following components</p> <ul style="list-style-type: none"> a. Covering Letter, technical quotation b. Form of Technical Bid duly filled, signed and sealed. c. Technical Proposals/Quotations, original brochures and technical data sheets duly signed and stamped by the bidder and authorized distributor and all relevant documents in accordance to the all Clauses mentioned in the “General Terms and Conditions” of the Specifications. d) Power of Attorney to sign the bid. e. Joint Venture Agreement/consortium (if applicable). f. documentary evidence, i.e., Manufacturer Authorization Letter established in accordance to the specimen provided in the Bidding documents as “Letter of Authorization by Manufacturer”. g. original receipt of purchase of Bidding Documents and original Bid Documents duly stamped and signed. h. Documentary evidence established in accordance with that the Goods and ancillary Services to be supplied by the bidder are eligible Goods and Services and conform to the Bidding Documents i. Copy of documentary evidence of all references (technical) quoted in
----	------	--

23.Financial Bid	23.1	<p>The “Financial Bid” prepared by the bidder shall comprise the following.</p> <p>a. Form of Financial Bid duly filled, signed and sealed.</p> <p>b. Schedule of Prices completed</p> <p>(c) Bid Security furnished.</p> <p>(d) Copy of financial evidences in accordance with</p> <p>e) quotation on letter head</p>
Clarification of bids	23.1	<p>During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids 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.</p>
Preliminary Examination	24.2	<p>The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p>
	24.3	<p>Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p>

	24.3	<p>The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p>
	24.4	<p>Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence</p>

	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of thenonconformity
25.Evaluationand ComparisonofBids	25.1	The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring agency's evaluation of a bid will be both on delivered duty paid (DDP) inclusive of prevailing duties and Cost & Freight (C&F) Basis price and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4: a. Incidental costs b. Delivery schedule offered in the bid; c. Deviations in payment schedule from that specified in the Special Conditions of Contract; d. The cost of components, mandatory spare parts, and service; e. The availability Procuring agency of spare parts and after - sales services for the equipment offered in the bid; f. The projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or g. Other specific criteria indicated in the Bid Data Sheet and/or h. In the Technical Specifications.
	25.4	For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet: a. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
		b. Delivery schedule. (i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements, which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery OR

	<p>(ii) The goods covered under this invitation are to be delivered (shipped), within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. OR</p>
	<p>(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.</p>
	<p>c.Deviation in paymentschedule:</p> <p>1.Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer forThe SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned forany such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selectedBidder. or</p> <p>11.The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned forany earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.</p> <p>d.costspareparts. The pocuring entity shall ensure availability of spare parts of the supply items for at least 10 year the bidder shall present affidivate on stamp paper for spare parts and after sales services</p> <p style="text-align: center;">i.</p> <p>e. Spare parts an after sales service facility at Peshawar is mandatory while in other district shall encourage with good points.</p> <p>The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>f.Operating and maintenancencosts. Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.</p>

		<p>g. Performance and productivity of the equipment</p> <p>1. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications or</p> <p>11. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p> <p>The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.</p>												
Alternative Merit point system	25.4	<p>The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.</p>												
		[In the Bid Data Sheet, choose from the range of]												
		<table border="1"> <tr> <td>Evaluated price of the goods</td> <td>60 to 90</td> </tr> <tr> <td>Cost of common list spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Technical features, and maintenance & operating costs</td> <td>0 to 20</td> </tr> <tr> <td>Availability of service and spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Standardization</td> <td>0 to 20</td> </tr> <tr> <td>Total</td> <td>100</td> </tr> </table>	Evaluated price of the goods	60 to 90	Cost of common list spare parts	0 to 20	Technical features, and maintenance & operating costs	0 to 20	Availability of service and spare parts	0 to 20	Standardization	0 to 20	Total	100
	Evaluated price of the goods	60 to 90												
	Cost of common list spare parts	0 to 20												
	Technical features, and maintenance & operating costs	0 to 20												
	Availability of service and spare parts	0 to 20												
	Standardization	0 to 20												
	Total	100												
	The bids scoring the highest number of points will be deemed to be the lowest evaluated bid.													
26. Contacting the Procuring Agency	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.												
	26.2	Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.												

		F. Award of Contract
27. Post-qualification	27.1	In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest or best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
28. Award Criteria	28.1	Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the best evaluated high ranking bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
29. Procuring agency's Right to Vary Quantities at Time of Award	29.1	The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids	30.1	The Procuring agency reserves the right to accept or reject any bid (with cogent reason as per KPPRA Rule), and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
31. Notification of Award	31.1	Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.

	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. Signing of Contract	32.1	At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within twenty (20) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
33 Performance Security	33.1	Within ten (10) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next best evaluated Bidder or call for new bids.

<p>34. Corruptor Fraudulent Practices</p>	<p>34.1</p>	<p>The Government of Khyber Pakhtunkhwa 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 KPPRA, in accordance with the KPPRA Act, 2012 and Rules made there under:</p> <p>a. Defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non - competitive levels and to deprive the Procuring agency of the benefits of free and open competition;</p> <p>b. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	<p>34.2</p>	<p>Furthermore, Bidders shall be aware of the provision stated in sub - clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.</p>
<p>36. Integrity Pact</p>	<p>35.1</p>	<p>The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non - responsive.</p>

Part One-Section II.

General Conditions of Contract

Notes on the General Conditions of Contract (GCC)

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

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

Table of Clauses

1.	Definitions	26
2.	Application	26
3.	Country of Origin	26
4.	Standards	26
5.	Use of Contract Documents and Information; Inspection and Audit by the Bank	27
6.	Patent Rights	27
7.	Performance Security	28
8.	Inspections and Tests	28
9.	Packing	29
10.	Delivery and Documents	29
11.	Insurance	29
12.	Transportation	29
13.	Incidental Services	30
14.	Spare Parts	30
15.	Warranty	31
16.	Payment	31
17.	Prices	31
18.	Change Orders	32
19.	Contract Amendments	32
20.	Assignment	32
21.	Subcontracts	32
22.	Delays in the Supplier's Performance	30
23.	Liquidated Damages	32
24.	Termination for Default	33
25.	Force Majeure	34
26.	Termination for Insolvency	34
27.	Termination for Convenience	34
28.	Resolution of Disputes	35
29.	Governing Language	35
30.	Applicable Law	35
31.	Notices	35
32.	Taxes and Duties	35

General Conditions of Contract

<p>1. Definitions</p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>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.</p> <p>b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>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.</p> <p>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.</p> <p>e. "GCC" means the General Conditions of Contract contained in this section.</p> <p>f. "SCC" means the Special Conditions of Contract.</p> <p>g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC.</p> <p>h. "The Procuring agency's country" is the country named in SCC.</p> <p>i. "The Supplier" means the individual or firms supplying the Goods and Services under this Contract.</p> <p>j. "The Project Site," where applicable, means the place or places named in SCC. K day means calendar</p> <p>k. "Day" means calendar day.</p>
------------------------------	------------	---

2.Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract
3.Country of Origin	3.1	All Goods and Services supplied under the Contract shall have their Origin in the countries and territories eligible under the rules and Further elaborated in the SCC.
	3.2	For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from, which the Services are supplied. Goods are produced when, through manufacturing, Processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5.Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
	5.4	The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.
6.Patent Rights	6.1	The Supplier shall indemnify the Procuring agency against all third - party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7.Performance Security	7.1	Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
		<p>a. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or</p> <p>b. A cashier's check or certified check.</p> <p>c. insurance guarantee from AA Category define by PACCRA</p>
	7.4	The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8.Inspections and Tests	8.1	The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. Pre-shipment inspection will be arranged by the successful bidder at the premises of manufacturer. MSP/PMU management will nominate the delegation for inspection.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

	8.4	The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9.Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.
10.Delivery and Documents	10.1	The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the Goods. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility. The same is applicable on C & F basis.
12. Transportation	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services	13.1	<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"> a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. Furnishing of tools required for assembly and / or maintenance of the supplied Goods; c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	13.2	<p>Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.</p>
14. Spare Parts	14.1	<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>
		<ul style="list-style-type: none"> a. Such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b. In the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. Advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; ii. Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15.Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, fresh import of the equipment's and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twentyfour (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.
16.Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered/part delivery and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring agency, but in no case later than sixty (30) days after submission of an invoice or claim by the Supplier
	16.4	In case of Delivered Duty Paid (DDP), the currency of payment is Pak. Rupees. However, in case of Cost & Freight letter of credit at sight will be established to the Principal in US Dollar, Euro & Pound Sterling accordingly.
17.Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18.Change Orders	18.1	The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency; b. The method of shipment or packing; c. The place of delivery; and/or d. The Services to be provided by the Supplier.
	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
19.Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20.Assignment	20.1	The Supplier shall not assign in whole or in part, its obligation to perform under this Contract except with the Procuring agency's prior written consent.
21.Subcontracts & Joint Venture	21.1	The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracting is strictly prohibited. However, the bidder can sign joint venture with another well-established firm/manufacturer/distributor to fulfill the scope of the work/requirement. The JV shall be signed on judicial stamp paper before the closing of tender date & time as per the laws of Government of Pakistan.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22.Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the
		Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1	Subject to GCC Clause 25, 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 24.
24. Termination for Default	24.1	<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 22; 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> <p>For the purpose of this clause:</p> <p>“Corrupt practice,” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non -competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be

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

28. Resolution of Disputes	28.1	The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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

Preface

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

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

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- a. Specific details, such as the “name of the Procuring agency” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.

Table of Contents-Part Two

Contents	Page. No.
Section I. Invitation for Bids	39
Section II. Bid Data Sheet	42
Section III. Special Conditions of Contract	45
Table of clauses	46
Section IV. Schedule of Requirements	49
Section V. Technical Specifications	49-77
Technical criteria lot 1,2,3	78-84
Section VI. Sample Forms	86
Sample Forms	87
1. Bid Coversheet Form-1	88
2. Letter of Intention Bid Form 2	89
3. Affidavit Form-3	90
4. Price Schedule Format Form-4	91-93
5. Integrity Pact	94-95
6. Delivery Schedule	96-98
Rate Contract Agreement	99
Performance security form	100-102
Bank Guarantee form	103-105
Manufacturer Authorization	

Section II. Bid Data Sheet

BID DATA SHEET

ITBRef.	Introduction/Description	Detail
ITB1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Project Director, Project Management unit, Municipal Service Delivery program Peshawar, Government of Khyber Pakhtunkhwa.
ITB1.1	Loan or credit or Project allocation Number. Loan or credit or Project allocation amount.	Budget allocated from the donor agency (USAID) Activity Agreement through which amount is allocated for Procurement of vehicles, Equipments for Solid waste Management in Peshawar, Malakand, D.I. Khan Bannu and Hazara for the year 2021-22.
ITB1.1	Name of Project	Procurement of vehicles, Equipments for Solid waste Management in Peshawar, Malakand, D.I. Khan, Bannu and Hazara)
ITB1.1	Name of Contract	Framework Agreement for Procurement of vehicles, Equipments for Solid waste Management in Peshawar, Malakand, D.I. Khan, Bannu and Hazara
ITB4.1	Name of Procuring agency.	Project Director, Project Management unit, Municipal Service Delivery program Peshawar, Government of Khyber Pakhtunkhwa.
ITB6.1	Procuring agency's address, telephone, Telex, and facsimile, numbers.	Project Director, Project Management unit, Municipal Service Delivery program Peshawar, Government of Khyber Pakhtunkhwa.- House # 43 B-1 Sahib Zada Abdul Qayyum Road University Town Peshawar Phone # 091- 5850523
ITB8.1	Language of the bid.	English
Bid Price and Currency		
ITB11.2	Price quoted shall be:	For DDP: /FOR Pakistan Rupees (Rs.)
ITB11.5	The price/rates shall be fixed	The price/rates will be fixed for 120 days

Preparation, Method and Submission of Bids		
ITB13.3(d)	Qualification requirements & Procurement Method	Manufacturer of fabrication, Registered with relevant Federal & Provincial Government Departments. Single Stage Two Envelopes Method. (technical & Financial) with one extra copy each
ITB14.3(b)	Spare parts required for period of years of Operation	For Vehicle: 1) Minimum warranty against any manufacturing fault up to 1 years 2) Ten Years parts easy availability in market.
ITB15.1	Amount of bid security.	i) Bid shall be @ 2% of bid value.
ITB16.1	Bid validity period.	120 days from the date of opening of bids
ITB17.1	Number of copies.	One (original bid). One copy
ITB18.2(a)	Address for bid submission.	Project Director, Project Management unit, Municipal Service Delivery program Peshawar, Government of Khyber Pakhtunkhwa. House # 43 B-1 Sahib Zada Abdul Qayyum Road University Town Peshawar Phone # 091- 5850523
ITB18.2(b)	IFB title and number.	Procurement of Solid Waste vehicle fabrication for Peshawar, Malakand, D.I. Khan, Bannu and Hazara
ITB19.1	Deadline for bid submission.	As per invitation to bids
ITB22.1	Time, Date, and Place for bid opening.	As per invitation to bid Conference Room, PMU-MSDP OFFICE UNIVERSITY TOWN PESHAWAR.

Bid Evaluation

ITB25.3	Criteria for bid evaluation.	Merit Point Evaluation The bid ranked highest in merit points (obtained through and based on technical and financial evaluation) will be considered best evaluated high ranking fair bid for the award of contract subject to fulfillment of all codal formalities. Bid will be evaluated on seventy (70 points) technical & thirty (30 points) financial basis through single stage two envelopes bidding
ITB25.4(a)	One option only	NotApplicable
ITB25.4(b)	Delivery schedule. Relevant parameters in accordance with option selected.	Available in evaluation criteria
OptionI	Adjustment expressed as a	NotApplicable
OptionII	Percentage, or adjustment expressed in an amount in the currency of bid	
OptionIII	evaluation, or adjustment expressed in an amount in the currency of bid evaluation.	
ITB25.4(c)(ii)	Deviation in payments schedule. Annual interest rate.	NotApplicable
ITB25.4(d)	Cost of spare parts.	NotApplicable
ITB25.4(e)	Spare parts and after sales service Facilities in the Procuring agency' country.	As per evaluation criteria
ITB25.4(f)	Operating and maintenance costs.	NotApplicable
ITB25.4(g)	Performance and productivity of equipment.	NotApplicable
ITB25.4(h)	Details on the evaluation method or Referenceto the Technical Specifications	As inspection on Technical Evaluation of bids.
ITB25.4 alternative	Specify the evaluation factors.	NotApplicable
Contract Award		
ITB29.1	Percentage for quantity increase or Decrease.	Number of VEHICLE FABRICATION items can be increased and Decreased as per requirement of the PE (procuring Entity) within permissible limits under the rules

Section III. Special Conditions of Contract

Table of Clauses

S. No.	Contents	Page
1.	DEFINITIONS (GCC CLAUSE 1)	43
2.	COUNTRY OF ORIGIN (GCC CLAUSE 3)	43
3.	PERFORMANCE SECURITY (GCC CLAUSE 7)	43
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8)	45
5.	PACKING (GCC CLAUSE 9)	45
6.	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)	45

7.	WARRANTY (GCC CLAUSE 15)	45
8.	PAYMENT (GCC CLAUSE 16)	45
9.	PRICES (GCC CLAUSE 17)	45
10.	LIQUIDATED DAMAGES (GCC CLAUSE 23)	46
11.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)	46
12.	GOVERNING LANGUAGE (GCC CLAUSE 29)	46
13.	APPLICABLELAW(GCCCLAUSE30)	46
14.	NOTICES(GCC CLAUSE31)	46

Special Conditions of Contract

The following SpecialConditions of Contract shall supplement & qualify the General Conditions of Contract (GCC).

Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (c) The Goods are: Fabrication of solid waste vehicles as per Specifications etc.

GCC1.1(g) **The Procuring Agency is:**Project Director, Project Management unit,Municipal Service Delivery program Peshawar, Government of Khyber Pakhtunkhwa.;

The Purchasing Agency/is /are:Project Director, Project Management unit,

Municipal Service Delivery program Peshawar, Government of Khyber Pakhtunkhwa.

GCC1.1(i) The Supplier is:i) Manufacturer and/or Importer registered with relevant sales and income tax authorities, Khyber Pakhtunkhwa Revenue Authority (KPRA) and have requisite qualification and eligibility for supply of Goods in the specialized categories of fabrication with 3-s facility at Peshawar and other district of kp

ii) Manufacture of solid waste Fabrication in Pakistan; and

iii). Manufacturer / Authorized fabricator of the Manufacturer/OEM certified fabricator from PEC in relevant category.

2. Sample/Prototype Provision:

GCC 1.1 (j)—The Project Site is: Project Director, Project Management unit,

Municipal Service Delivery program Peshawar, Government of Khyber Pakhtunkhwa.

When required, the Focal Person of the bidder will be informed on phone or through email

Country of Origin(GCC Clause 3)

All countries(**USA, EUROPE, JAPAN**) and territories as indicated in Part Two Section.VI of the bidding documents Eligibility for the Provision of Goods, Works, and Services in Government-Financed Procurement. This is to qualify that the bidder will have to provide the details regarding country of origin, Make & manufacturer, current model, fresh import of equipment's or previously supplied/manufactured model along with details of Manufacturing Units and mode of supply, shipment and any other associated details etc.

4. Performance Security(GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 10% of the total value of each individual supply order placed to the successful bidder.

OR

However, the bid security @ 2% of bid value, as elaborated in Section-IV, Statement of Requirement, of this document, from the successful bidders as received at the time of bids submission under GCC Clause 15 shall be returned to successful bidder by the Procuring Agency at the time of submission of Performance Security and the performance security shall retain till the end of contract period and will be released back to successful bidders after successful completion of all the contract obligations.

5. Standards(GCC Clause 4): As mentioned in GCC clause 4.1.

6. Inspections and Tests (GCC Clause 8 and in accordance with the clauses of contract with the Procuring Agency)

- i. The Technical Evaluation shall be conducted by the Technical Evaluation & Advisory (TEAC) Committee to undertake verification of documents submitted by the bidder/s along with the technical bids as well as to conduct the physical inspection of the various samples/prototype/relevant premises etc. (Section-V -Technical Specification of the Part II of these SBDs).
- ii. Machinery & Equipment and other items supplied for sample tests shall be examined and tested by a panel of experts of the TAEC Committee and / or any of the technical experts of the Government for submission of technical report to the relevant forum for the needful.
- iii. Pre-shipment/stage inspections will also be carried out by PE before shipment/ supply of, fabrication, Machinery & Equipment, instruments etc.
- iv. Any other appropriate method may be adopted by the TEAC Committee, and / or technical experts to assess and/or assure the quality of goods being procured.

7. Packing (GCC Clause 9)

In accordance with the GCC Clause 9 as well as provided in the relevant clauses of Contract agreement of Project Director (PD) with the Supplier/s (Section-VI of these SBDs –Framework Agreement).

8. Delivery and Documents (GCC Clause 10)

Applicable Delivery Mode: will be either Delivered Duty Paid (DDP) or Cost & Freight (C&F) as per contract agreement of the Successful bidder with the Procuring Agency.

9. Warranty (GCC Clause 15)

The Supplier shall provide warranty as per the terms and conditions of the Framework Agreement with Procuring Agency.

GCC 15.2—In partial modification of the provisions, the warranty period shall be as per contract terms and conditions. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,
- or
- b. Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be higher than the adjustment price used in bid evaluation.
 - c. Supplier will be responsible for assembling and fabrication of super structure with the chasis (provided by the PE) and it is also the responsibility of supplier to ensure the compatibility with the chasis.

GCC 15.4 & 15.5—The period for correction of defects in the free comprehensive warranty period in vehicle is two years/50,000 KM whichever comes first after installation with free parts and free services, including all incidental charges. In case of fabrication the comprehensive warranty is one year after supply, at the project site & inspection report issued by the procuring entity inspection committee.

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

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii. Copies of the packing list identifying contents of each package;
- iv. Insurance certificate;
- v. Manufacturer's or Supplier's warranty certificate;
- vi. Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- vii. Certificate of origin.

10. Payment (GCC Clause 16):

GCC Clause 16 as well as under the terms and condition in Framework Agreement with the Procuring Agency, the goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after the goods having been delivered; hence insurance coverage is seller's responsibility, for which they may arrange appropriate coverage.

Payment shall be made in Pak. Rupees in accordance with the relevant and applicable government rules and regulations. While in case of Cost & Freight basis, letter of credit will be established under the terms and condition in Framework Agreement with the Procuring Agency with Principal through authorized agent in procuring agency's country through a designated bank. Payment shall be made in foreign currency as per the established letter of credit upon receiving of clean shipping documents at the procuring entity's designated bank and subject to the acceptance of the procuring entity.

11. Prices(GCC Clause 17)

i) The bidder shall not quote price of any item/s which is/are higher than the prices quoted by the bidder across the country to any procuring entity of the quoted item/s through public funding.

ii) In case the bid price is higher on estimated cost, the Procuring agency has the right to reject the bid and scrap the process without any liability.

iii) In case of single bid after technical evaluation, the procuring agency will entertain as per KPPRA Rules.

13. Liquidated Damages(GCC Clause 23)

As in relevant clauses of the framework Agreement signed by the Supplier with the Procuring Agency.

14. Disputes Resolution(GCC Clause 28)

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of framework Agreement signed by Supplier with the Procuring Agency.

If at all required, the jurisdiction of Court shall be of Peshawar, Khyber Pakhtunkhwa.

15. Bid Tie.

In case of tie in the final score of two bidders, and unless otherwise not in contradiction to any of the terms & conditions and specifications of that item, the contract will be offered to the bidder having higher score in its technical bid and the same will be declared as highest fair bid (successful bidder).

16. Governing Language(GCC Clause 29)

The Governing Language shall be: **English**

17. Applicable Law (GCC Clause 30)

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

- i. The KPPRA Act 2012
- ii. The KPPRA Rules 2014

- iii. The Contract Laws
- iv. The General Financial Rules of the Govt. of Khyber Pakhtunkhwa and all the Relevant laws, rules and regulations pertaining to budgeting & financial management of public fund
- v. The Bonded Labor System (Abolition) Act of 1992
- vi. The Factories Act 1934

18. Notices(GCC Clause 31)

GCC31.1—Procuring Agency address for notice purposes: **Office of** Project Director, Project Management unit, Municipal Service Delivery program Peshawar, Government of Khyber Pakhtunkhwa. Tel:-
Supplier's address for notice purposes: As mentioned in their bidding documents

19. Duties & Taxes(GCC Clause 32)

The Unit price quoted by the bidder shall be: **inclusive** of all duties and taxes. All prices shall include relevant taxes & duties, where applicable.

MOTORCYCLE LAODER



NOTE A:

- As detailed elsewhere in this document, 02% bid security for the complete scope of work/supply shall be submitted by each bidder on the total quantity of items for which bid is being submitted.
- The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA Rules
- In case of imported items, the quoted items should be registered for use in their country of origin, for which the Importers should provide valid Fresh documents
- The schedule for supply of fully vehicle as per approved technical specifications;
- In case of DDP, Within 60 days from the date of issuance of supply order by the Purchasing Agency for locally manufactured
- Supply orders will be issued on the basis of delivery lead time mentioned in bidder's technical bid.
- One time extension in scheduled delivery lead time can be granted subject to approval of the project director of the procuring entity.
- In case of late delivery, late delivery charges will be applicable as per Government of Khyber Pakhtunkhwa Rules

NOTE B:

- The bidding is carried out for framework agreement and hence the quantity mentioned against each of the following items is an estimated one and may be increased as per requirement / decision of the procuring entity and in this connection no claim shall be entertained.

NOTE C:

- For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. In case of the “manufacturer” the “origin” means the firm is based and registered in that country and registered with their stock exchange.
- The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier’s capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competent

Section IV. Schedule of Requirements

Specification – Motor Cycle Loader

	Name	Specification
01	Engine	175 CC or above ,water cooled with radiator, one cylinder 4-stock
02	Ignition system	CDI
03	Chassis	Keel and frame size 40 x 80 iron steel quality ASTM STANDARD
04	Cargo Box size	2.0 M length and 1.3 M width, true flowered checker plate bottom, New design both sides gates opening with clumps and wall size of the cargo Box will be provided
05	Rear Suspension	8 steel plates or above
06	Rear Axle	Normal Car Rear Axle 220 Drum
07	Tyre Size	5.00-12 tyre with spare tyre (6 in total)
08	Front Absorber	DARGON Absorber (strength) outer pipe 50mm or above
09	Bumper	Stainless steel
10	ToolBox	Side seat tool box
11	Head light	3 light (01 front & 02 rear)
12	Battery	9A
13	Hydraulics	2-0 ton or above lifting capacity with driver control
14	Fuel	Petrol
15	Transmission	Manual 5 gear with one revers
16	Brake	Front and Rear
17	Electrical system	12 volt electrical system weatherproof control panel with high quality switches. Shingle/double action tipping operation
CANOPY AND RAISING OF SUPERSTRUCTURE		
20	Superstructure Extension	Extension /conversion of existing loader body into garbage loader using 16 –SWG sheet of size height 3’-2” x 6’-6” x 1’-a/2” x 4’ i/c pipe (18SWG)Railing around the body
	Canopy	Fiber Glass (2 mm) canopy for rider 4.25’x 4’ with front screen (4 mm) and side mirror fixing of 12MM rubber sheet in the floor & side of loader
21	Engine , chases and cargo Box numbers should be in one series originally punched	
22	Documents will be provided	
23	Color and Logo will be affixed as per Owner’s choice	

NOTE A:

- As detailed elsewhere in this document, 02% bid security for the complete scope of work/supply shall be submitted by each bidder on the total quantity of items for which bid is being submitted.
- Any two or one of the following three product / item specific valid international certifications shall be required for any / each of the above mentioned equipment to qualify for bidding competition:

- The mode of provision of bid security shall be in accordance with the modalities as laid down in the relevant KPPRA Rules and these Revised Standard Bidding Documents.
- In case of imported items, the quoted items should be registered for use in their country of origin, for which the Importers should provide valid Fresh documents
- The schedule for supply of fully vehicle as per approved technical specifications;
- In case of DDP, Within 60 days from the date of issuance of supply order by the Purchasing Agency for locally manufactured
- Supply orders will be issued on the basis of delivery lead time mentioned in bidder's technical bid.
- One time extension in scheduled delivery lead time can be granted subject to approval of the project director of the procuring entity.
- In case of late delivery, late delivery charges will be applicable as per Government of Khyber Pakhtunkhwa Rules.

NOTE B:

- The bidding is carried out for framework agreement and hence the quantity mentioned against each of the following items is an estimated one and may be increased as per requirement / decision of the procuring entity and in this connection no claim shall be entertained.

NOTE C:

- For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. In case of the "manufacturer" the "origin" means the firm is based and registered in that country and registered with their stock exchange.
- The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competent

TECHNICAL EVALUATION CRITERIA FOR Package.NO-2

Maximum total marks for Technical Category in Technical capability proposal = 70

Maximum total marks in Financial Category in Technical proposal = 30

Total Marks of Technical proposal = 100

Bidder is required to achieve minimum 50% marks in each category

Bids from bidders received will be technically evaluated as per below mentioned technical parameters. Qualifying marks in technical criteria is 70%, any bidder getting less marks will be declared non response and will be rejected.

S. No	Description	Total Marks
MANDATORY REQUIREMENT		
1	Sales Tax Registration and Income Tax NTN	No Marks Being Mandatory
2	KPRA Registration	
3	Authorization certificate from original manufacturer declared as a dealer	
4	3-S Facility at Peshawar is mandatory requirement for fabricator proper setup Note: the bidder who do not comply the mandatory requirement will not be considered for further evaluation and will be declared non Responsive	
TECHNICAL CAPABILITY OF THE BIDDER		Marks
1	Compliance with Technical Specifications	15
2	List of Similar job contract completed in last 5 years, Minimum 3 contracts of 10 million (5 points per job), up to 8 million (3 points per job), up to 5 million (2 points per job) , up to 3 million (1 point per job)	15
3	Performance of the supplied equipment At least 4 users certificate for satisfactory performance of Similar job of more than 3 years use (2.5 Nos. per certificate)	10
4	Similar job in hand ongoing project per job at least 125 million 2 job (5 Nos. per Job)	10
5	Mobile After Sales Vans service in Peshawar for onsite repair & maintenance of Vehicles & Equipment's at (Peshawar, D.I Khan, Malakand). (2+1.5+1.5)	5
6	Engineering staff list(with CV, Degree) in factory and Peshawar office minimum 2 Engineers of 3 years experience with bidder firm (2.5 marks per Engineer)	5
7	Comprehensive warranty offered by the bidder (2 years warranty=10 marks, 1 year warranty=3 marks)	10
Technical capability of the bidder total Marks		70
FINANCIAL & LEGAL CAPABILITY OF THE BIDDER		
1	Audited Balance Sheets & Income Tax return for last three years (each year 4 marks with Sales upto to 10.0 million per year and above)	12
2	Current Financial Standing & Latest Bank Certificate showing credit facility to execute Contracts minimum up to Rs. 10.00 Million and above	10
3	Legal Status of bidder (Limited Company with SECP Registration)	8
Financial Capability of the Bidder total Marks		30
Total Marks/point		100

Bidder is required to achieve overall 70% marks for qualification

EVIDENCE OF BIDDER'S CAPABILITY

For Package # 2

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

Sr.No.	Information to be Supplied	Bid References
1.	Name of bidder, business address and country of incorporation.	
2.	Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	The annual reports or qualification statements giving general description of the firm, sort of business carried out, balance sheets, profit and loss statements, turn over and business done by the firm, duly authenticated, for the last three (3) years. Audited Balance Sheets and income tax returns for the preceding 3 years.	
4.	Location and address of manufacturing facilities.	
5.	Full description of factories owned and the annual manufacturing capacities of various items made therein.	
6.	Details of the factory or factories where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories including testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased and the names and experience record of the suppliers.	
7.	Detailed description of the quality control testing and research facilities. If the equipment is manufactured under license, the name of the licensor and details of the licensing arrangements, such as the duration of the license, the facilities provided to the bidder by the licensor and whether future improvements are available or not etc. A copy of the license agreement may be attached.	

Sr.No.	Information to be Supplied	Bid References
8.	Names, qualifications and experience of the key technical personnel.	
9.	The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.	
10.	The time since the particular equipment offered has been manufactured and the time for which it has been in service. The manufacturer shall have the following experience.	
	I. Minimum of 10 years of manufacturing of Similar job (same size) as mentioned in Schedule of Prices.	
	II. Minimum 5 years of successful operation certificate by at least 5 users as per Evaluation criteria.	
	III. Minimum 4 contracts of similar job same size as per evaluation criteria	
	IV. After sales service satisfaction certificate issued by at least 5 users of similar job .	
11	Reference lists of similar works done by the bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value.	
12.	Details of projects under execution and future contractual commitments (for each partner, in case of a joint venture).	
13.	Banking reference, names of banks and addresses may be given to whom reference regarding financial Capability of the bidder to handle atleast Rs: 200 to 300.00 million project, with authority to make inquiries from the bidder's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).	
14.	The Body Manufacturers should be registered with PEC in minimum category of C-3 or above for specialties of ME 05 and 06	
15.	Information on any litigation, arbitration, blacklisting, or any others resulting from contracts completed or under execution by the bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).	

Please note that above information can be verified by the MSDP, KPK, **Peshawar** and if found that any information furnished above is wrong, than the bidder can be black listed.

Section VI. Sample Forms

MANDATORY STANDARD FORMS (1 to 5)

BID FORM 1: BID COVER SHEET

BID FORM 2: LETTER OF INTENTION

BID FORM 3: AFFIDAVIT

BID FORM 4: PRICE SCHEDULE FORMAT FOR FINANCIAL BID

(To be submitted in separate sealed envelope)

BID FORM 5: INTEGRALITY PACTS

BID FORM 6: DELIVERY SCHEDULE

CONTRACT AGREEMENT (for information only, shall be signed by the successful bidder only)

BIDFORM-1**BIDCOVER SHEET****Mandatory General Information of Applicant Firm**

NOTE: Complete filling of this form along with the provision of all requisite information is mandatory. Missing or not providing any of the requisite information may lead to dis-qualification of the bidder/s from the bidding competition without any correspondence. Any appeal from bidder/s, for whatsoever reasons, will not be entertained in such a case.

S.No.	Name of the Bidding Firm:	
1.	Please indicate whether the firm is : i. Manufacturer, or ii. Importer, or iii. Both; For various items offered for this bidding	
2.	Please indicate the category under which the Firm is applying for bidding	
3.	Please provide names, attested copies of CNICs , , valid street addresses in Pakistan, all landline and mobile phone numbers of: i. Owner/Proprietor of the Firm; and ii. Managing Director / CEO of the Firm; and iii. Focal person officially made responsible and authorized by the Firm for day-to-day official correspondence with Project Management unit, MSP, Peshawar. iv. (Please provide clear, legible and visible attested photocopies of all the requisite items mentioned items)	
4.	Please provide the following valid information regarding applicant Firm: I. Complete street address of the: a. Head Office b. Main warehouse; and II. Valid & working official Landline Phone and Fax Numbers; and III. Mobile phone numbers of the Focal Person registered against his /her CNIC No. And name; and IV. Valid and functional Email address; and V. Official Website address/es.	
5.	i. Please provide in original the bid security instrument along with the Financial Proposal in the sealed envelope in the form of valid Call Deposit Receipt(Shall verify by PE) of the requisite amount from a scheduled Bank of Pakistan in the name of Project Director, Project management Unit, MSP Peshawar. Non- provision of bid security shall render the bid as non -responsive. ii. However, please provide an affidavit on judicial stamp paper of appropriate face value in the sealed Envelope of the technical proposal to the effect that the bid security of the required amount (without mentioning the amount of bid security) has been inside the sealed envelope of the financial bid.	

6.	<p>Please provide attested copies of the following Tax related mandatory documents:</p> <ul style="list-style-type: none"> i. National Tax Number (NTN) of the Firm (FTN) for Income Tax, and ii. Last year Income Tax Return of the Firm; and iii. Sales Tax Registration Certificate of the Firm; and iv. Certificate of Professional Tax; and v. Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA)
7.	<p>In case of being manufacturer, the Firm should provide attested copies of the following mandatory documents also:</p> <ul style="list-style-type: none"> i. Duly attested copy of valid Certificate from Chamber of Commerce of the respective country
8.	<p>In case of being importers, the Firm should provide attested copies of the following mandatory document/s also:</p>
9.	<p>The bidding Firm should also provide an Affidavit to undertake on Judicial Stamp Paper of the value of at least Rs. 100/- (Rs. One Hundred Only) to the effect that:</p> <ul style="list-style-type: none"> i. They have carefully read the whole set of Standard Bidding Documents for this bidding competition and that they have fully understood and agree to the terms and conditions, evaluation criteria, mechanism of evaluation & selection of items for which the Firm has applied for competition; and ii. They fully understand and agree that the bidding competition for which they have applied to enter in, shall be based on merit based scoring system for the evaluation of technical bids which has inverse relationship with the rates quoted by the bidders in their financial bids submitted; and that in this situation, the lowest financial bid/s may or may not win the bidding competition; and iii. They guarantee that the quoted items are and will be freely available in the market of Pakistan; and Particularly the market of Khyber Pakhtunkhwa Province; and iv. They shall provide the evaluating teams authorized for the purpose by the Project Director, Project Management Unit, Municipal Service Delivery program Peshawar Khyber Pakhtunkhwa; an uninterrupted and free access to all relevant documents, sections of the manufacturing facilities and warehousing facilities as well as any other area relevant to the purpose of such teams in their opinion; and v. In case any documents submitted in relation to this bidding competition or any undertaking given by the Firm, if found incorrect or false or misleading or diverting the decision making for the competition, shall be liable to be proceeded for blacklisting for any business with / by the Government of Khyber Pakhtunkhwa, Project Director, confiscation of bid security and / or any other lawful action as deemed appropriate by the Government of Khyber Pakhtunkhwa.
10.	<p>I certify and affirm that I have attached all the requisite mandatory documents / information including Bid Security with this Bid and that I fully understand that any document if not provided / missing shall result in the dis-qualification and declaring my bid as ineligible and thus non-responsive.</p> <p>Signatures: _____ Name: _____ CNIC No. _____ Designation: _____ Address: _____</p>

Bid Form and Price Schedules

Date: IFB No: _____

To: *Project Director*

PMU/MS Delivery Program Peshawar

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you

may receive. Dated this _____ day of _____ 20_____.

[signature]

[in the capacityof]

Letter of Intention

Bid Form 2

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: {Add name e.g. Supply of machinery & equipment, instruments and other hospital supplies, etc.}

To: *Project Director*
PMU/MS Delivery Program Peshawar

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the financial bid are not more than a trade price & the prices are not more than the market rates.

We undertake, if our bid is accepted, to deliver the Goods in accordance with terms and conditions of contract agreement.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

BidForm3

AFFIDAVIT (on Judicial Stamp Paper)

I/We, the undersigned **[Name of the Supplier]** hereby solemnly declare and Undertake that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods that we propose to supply under this contract are eligible goods within the meaning of this SBD.
- 4) The undersigned are also eligible Bidders within the meaning of the Standard Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted and debarment/ others, from any Government, or its organization
- 8) That undersigned has not employed any child labor in the organization/unit.
- 9) We understand that the Procurement Committee of the Procuring Agency is not bound to accept the lowest or any other bid they may receive.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signatures with stamp

Name: _____

Designation: _____

__CNIC.No. _____

For, Messer. **[Name of Supplier]**

BidForm-4

Note: This form is to be submitted in separate sealed envelope

Price Schedule format for Financial Bid of motor Cycle Loader, **Package # 2**

	Description	Qty	Rate offered per Unit (Rs.)	Total Price of the bid in Pak. Rupees (Rs.)
I.	Motor Cycle Loader	100 Nos		
	Total			
	Total amount word:			

Signature of Supplier-----

Name -----

CNIC No-----

Designation-----

Seal-----

BidForm-5

INTEGRITY PACT (on Judicial Stamp Paper)

Declaration of Fees, Commission and Brokerage etc Payable by Manufacturers, Importers for the supply of Machinery, equipment's, fabrications

In response to advertisement related to the bidding process / competition regarding purchase and supply of machinery/fabrications and equipment, for solid waste Management for the years 2019-20 for the procurement of solid waste management machinery etc for Peshawar, Dir, Swat, Dikhan Project Director, Project Management Unit MSP, Peshawar

I, Mr.

s/o _____ bearing CNIC
No. , And having the Designation of
In Messrs. (M/S) **[Name of Supplier]** do hereby solemnly

Affirm, declare and certify on behalf of M/S **[Name of Supplier]** that:

1. **[Name of Supplier]** has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice; and
2. That without limiting the generality of the foregoing, **[Name of Supplier]** represents and warrants that it has fully declared the brokerage, commission, fees etc. Paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP except that which has been expressly declared pursuant hereto; and
3. That **[Name of Supplier]** has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action nor will not take any action to circumvent the above declaration, representation or warranty; and
4. That **[Name of Supplier]** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP; and

5. That notwithstanding any rights and remedies exercised by GoKPin this regard, **[Name of Supplier]** agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKPin

An amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoKP.

Signature with stamp Name:

Designation:

CNIC No. _____

Messenger [Name of Supplier]

(Signatures, name, father's name, CNIC & address of each Witness)

Witness No. 1 **Witness No. 2**

Contractor's Schedule for Delivery form

No.	Description	Time Required	Time Quoted
1)	Motor Cycle Loader, Package # 2	90 days	

For the Contractor
Place, Date, Stamp and signature

FRAMEWORK AGREEMENT (forsuccessfulbidders)

THIS Framework CONTRACT AGREEMENT is made and agreed today on _____ day of **[Month]**, 2019 between the Government of Khyber Pakhtunkhwa PMU-MSDP through Project Director, Project Management Unit MSDP, Peshawar (*hereinafter referred to as the Procuring Agency or the first party, which expressions shall, where the context admits, be deemed to include the assignee/s of the provincial Government of Khyber Pakhtunkhwa*); and Messrs. **[Name of Supplier]** through Mr. _____ Designation _____

CNIC _____ No. _____, (*hereinafter referred to as the Supplier or the second party or he/his, which expression, unless repugnant to the context, means and includes their legal heir/s, successors-in-interest, assignee/s and legal representative/s*) that:

WHEREAS the Procuring Agency has made a bidding competition for selection framework agreement for supply _____ of machinery

(*hereinafter referred to as goods*) for actual purchases of these selected and rate contracted goods to be made by the offices/officers of the P M U - M S D P , Government of Khyber Pakhtunkhwa

(*hereinafter called the Purchasing Agency or Purchasing Agencies where the context so admits*); and

WHEREAS the Supplier declares that he is not a broker, middle-man, distributor or authorized dealer in lot #1 but himself a Manufacturer and/or direct Importer of goods for which he has won the bidding competition for supply of goods to the Procuring Agency throughout the province of Khyber Pakhtunkhwa

(*hereinafter referred to as the Province*) to the Purchasing Agencies; and WHEREAS both the parties have agreed that the Purchasing Agencies in the Province shall purchase all or some or none of the goods, as of details given in the Schedule-1 of this Contract Agreement, from the Supplier at the sole discretion of the individual Purchasing Agencies; and

WHEREAS the Supplier shall supply all the goods ordered by the Purchasing Agency to the latter in the quantity as mentioned in the supply order to be issued by the Purchasing Agency within the timeframe as mentioned in clause 17 of this contract agreement; Now, therefore, both the parties mutually agree to enter into this contract agreement as under:

1. The Supplier agrees to take full responsibility of the validity and implications, that may arise in future, of declaration submitted by him in the form of affidavit on judicial stamp paper along with the financial bids; and also that in case of any kind of breach of the said declaration, the Supplier shall be liable to be proceeded against by the Procuring Agency in accordance with the clauses of this rate contract agreement as well as relevant laws, rules and regulations of the Government of Khyber-Pakhtunkhwa, as amended from time to time, to govern the situation/s.

2. The Supplier shall supply the ordered goods to the Purchasing Agency exactly at the address of the official premises situated within the district of the official jurisdiction of the latter as given in the supply order issued to the former.

3. The Supplier shall be solely responsible for transportation, loading and / or unloading and staking of the supplied item still and at the time of delivery to the destination indicated by the Purchasing Agency including any damage or untoward incidence, maintenance of required temperature and protection from light and other environmental conditions as well as other hazards that may possibly or potentially affect the safety, quality and efficacy of the supplied items.

4. The Supplier shall NOT claim or charge transportation, loading/unloading, labor or any other charges related to or in the name of logistics accidents, insurance, freight, etc.

5. The Procuring Agency shall arrange to obtain sample/s from each supplier before finalization of award with the successful bidder in each category.

6. The Supplier will arrange demo for the physical inspection to the Procuring Agency and shall bear the associated cost.

7. The Supplier will make necessary arrangements including on job training to the end user as well as related engineer before release of final payment or damage liability period is over.

8. The Supplier will provide Service Manual, Circuit diagram and error log book and operational Manual for the supplied goods.

9. In case of non-supply or delayed supply of items the Supplier shall be proceeded against under the relevant law of the land i.e. Procurement regime and associated country laws.

10. The Purchasing Agency shall recommend to the Procuring Agency for taking legal/lawful action against the Supplier regarding non-supply, short supply, substituted supply, delayed supply or any other unlawful action/shortcoming, on the part of Supplier during the execution of this contract agreement. The Procuring Agency shall take lawful/legal action against the Supplier in accordance with the clauses of this contract agreement as well as relevant laws, rules and regulations of the Government of Khyber-Pakhtunkhwa, as amended from time to time, to govern such like situation/s, which may include, but not limited to blacklisting, for feature of earnest money and performance guarantee etc.

11. The Supplier agrees to the following conditions related to packing, packaging and labeling of the goods to be supplied to Purchasing Agencies under this contract agreement:

12. The Procuring Agency or its representatives shall have the right to inspect the manufacturing facility, premises, warehouse, go downs, etc. at any time during the financial year 2019-20 and/or till the execution of supply orders given under this contract agreement by Purchasing Agencies Khyber-Pakhtunkhwa.

13. RATE VALIDITY:

The Supplier agrees that the approved price of all individual items quoted in the financial bids shall remain for 120 days.

14. PERFORMANCE GUARANTEE:

Upon receipt of supply order from the Purchasing Agency, the Supplier shall submit Performance Guarantee to the former, amounting to ten percent 10% of the total value of the each individual supply order, which shall be returned to the Supplier upon request after the successful finalization of the process of procurement by the Purchasing Agencies and CDR will release upon the receipt of performance security

15. WARRANTY:

The suppliers shall provide warranty on prescribed form to the Purchasing Agency for each item supplied in response to supply orders.

16. PAYMENT SCHEDULE:

Bill for payment in triplicate along with all other relevant and required documents shall be submitted by the Supplier, to the Procuring Agency immediately after complete supply of stock or part supply. The Supplier shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber-Pakhtunkhwa on any supplied/purchased item where applicable.

17. FORCE MAJEURE:

a. In case of the situation related to Force Majeure, the Supplier may inform the Procuring Agency and the Purchasing Agency in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring Agency for the grant of extension in the supply period.

b. The Procuring Agency, in case of being fully satisfied with the genuineness of situation arising from Force Majeure for the Supplier, may extend the period of supply of goods up to a maximum of not more than thirty days without penalty. However, the Procuring Agency and/or Purchasing

Agency shall, in no case, be responsible or held responsible for any complications in making payments to Supplier by the Purchasing Agency that may arise from the closure of financial year and lapse / surrender of public funds vis-à-vis the normal financial management procedures in public sector.

18. PENALTIES:

A: The Supplier shall complete the supply of the ordered goods under this agreement within the stipulated period as laid down in the SBDs. In case of delay in supplies reaching to the Purchasing Agency, except in situation/s covered under clause 17 above, the following penalties shall be imposed by the Purchasing Agency upon the Supplier:

- i. For delay in supply a lump sum penalty amounting to Rs100,000 per day of the total bid price of the total number of item/s supplied late shall be levied through deducting the total amount of penalty from the total pre-tax payable billed amount by the Purchasing Agency.
- ii. Upon delay in supply more than sixty days the supply contract shall stand cancelled and the ten percent performance guarantee shall stand forfeited and Procuring Agency shall have the right, duty and authority to impose any or all of the below mentioned penalties; that is
 - a. Forfeiting the earnest money and performance guarantee of the Supplier related to this contract agreement; and
 - b. Immediately debarring the Supplier from future participation and business for at least next three (03) calendar years with the PMU-MSP or any other institution, project and / or Program directly or indirectly run or implemented by the governments in Khyber Pakhtunkhwa; and
 - c. Initiating the process for and recommending for blacklisting of the Supplier with the Agencies; and
 - d. Proceeding for de-registration of the winning bidder under the relevant laws as well as further judicial proceedings, if the situation so warrants in the opinion of Procuring Agency.

B. In case of delay of more than sixty days extended period as in clause 17 above, the contract shall stand cancelled and the performance guarantee of ten percents shall stand forfeited.

1819. INDEMNITY:

a. Notwithstanding any rights, duties and/or remedial measures and/or managerial action taken and / or to be taken and/or any power exercised and/or to be exercised by the Procuring Agency and/or Purchasing Agency and/or Purchasing Officer/s with regard to the execution of this contract agreement, the Supplier agrees to indemnify them for any loss or damage incurred or inflicted upon by them in individual or official capacity upon the Supplier whether through any of their actions and/or practices and/or otherwise.

b. The Supplier further agrees to pay compensation to the Government of Khyber Pakhtunkhwa of an amount equivalent to ten times the sum of any commission, gratification, bribe or kickback and/or finder's fee given by the Supplier for the purpose of obtaining and/or inducing the procurement of any contract, right, interest, privilege or other obligation/s or benefit in whatsoever form, from the Procuring Agency or any of the Purchasing Agencies.

20. RESOLUTION OF DISPUTES:

a) The Purchasing Agency and the Suppliers shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract/supplies.

b) Despite such negotiation if the Purchasing Agency & Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary LG & RDD Khyber-Pakhtunkhwa for decision through a Dispute Resolution Committee under the chairmanship of Project Director MSDP Pakhtunkhwa and other members. The decision of the Dispute Resolution Committee shall be final and binding upon both the parties.

Signature

Project Director, Project Management Unit, PMU-MSDP,
Peshawar, Khyber-Pakhtunkhwa

For and on behalf of Government of
Khyber-Pakhtunkhwa,
PMU-MSDP Peshawar

Signature

Name: Designation CNIC No. Stamp:
For and on behalf of the Bidder

A. SPECIMEN OF PERFORMANCE SECURITYFORM

**Guarantee
No. Executed
on Expiry date**

[Letter by the Guarantor to the Procuring Entity]

Name of Guarantor with address: _____

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Entity, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 30, Defects after Taking Over, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Entity without delay upon the Procuring Entity's first written demand without cavil or arguments and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Entity's written declaration that the

Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Entity's designated Bank & Account

Number.

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

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

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

Witness:

1. _____

Corporate Secretary(Seal)

2. Name, Title &Address

B. SPECIMEN OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Entity]

WHEREAS the _____ (hereinafter called the Procuring Entity) has entered into a _____ (Particulars Of Contract), with _____ (hereinafter called the Contractor).

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

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

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

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

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

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

This guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Signature _____

Name _____

Title _____

Name, Title &Address

Corporate Guarantor(Seal)

4.

Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders]

To: *[name of the Procuring agency]*

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 negotiate and sign the Contract with you against IFB 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 15 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.