BIDDING DOCUMENTS

FOR

FABRICATION MATERIAL FOR WORKSHOP

(Framework Contract 2017)

(Single Stage Single Envelope Procedure)

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The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in any respect may result in the rejection of the Bid.

In case of any conflict of instructions/provisions herein with the Punjab Procurement Rules, 2014 ("the Rules"), the Rules shall prevail.

INVITATION TO BID

FOR

FABRICATION MATERIAL FOR WORKSHOP (Framework Contract) MATERIAL 2017

Sealed Bids are invited from Material Suppliers/ Firms/ Companies registered with Tax Department for **"Procurement of Fabrication Material for Workshop of GWMC"** for the year 2017" under Framework Contract.

Bidding Document, in the English language, may be purchased by the interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of Pak Rs. 1,000/- which should be deposited in GWMC bank account No: 10861-7, Trust Plaza Branch, Bank of Punjab, Gujranwala.

Bids must be delivered to the address below at or before **August 24, 2017 at 1130 Hours**. All Bids must be accompanied by a Bid Security of not less than **Rs. 50,000 (which is within 5% of the estimated price)** in the form of CDR/Bank Guarantee/Demand Draft/Pay Order. Late bids shall be rejected. The Bids will be opened on the same day at **1200 Hours** in the presence of the Bidders' representatives who choose to attend at the address below. Interested eligible Bidders may obtain further information from Manager (P&C) office, GWMC at the address given below from 1000 to 1500 hours.

Bidding Documents are immediately available after date of publication. Gujranwala Waste Management Company will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. Bid notice has also been posted on GWMC website: www.gwmc.com.pk. GWMC reserves the right to reject all the bids at its discretion.

Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

SPECIFIC INSTRUCTIONS TO BIDDERS

i) Bid Security:

Each bidder shall submit Bid Security of **PKR:50,000/-** along with the bid in form of CDR/Bank Guarantee/ Demand Draft/ Pay Order. Bid Security against individual items is not acceptable.

ii) Filling of Price Schedule:

Bidders shall quote rate for all or any Lot in Price Bid Schedule and should write NIL against Lot not quoted.

iii) Evaluation of bids:

Evaluation shall be done at Individual Bid Price for Each Lot. Bidders can participate in one or more lots. Incomplete or partially filled bids will be considered as non-responsive.

iv) Payments:

Payments will be made against the satisfactory performance of the contractor/bidder. The payment will be made within 30 days of invoice certification as per rule 62 of PPRA 2014.

v) Sign and Stamp:

Bidder is required to stamp **every page of the bid document** along with signature at the required pages and submit along with the bid.

GENERAL INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Scope:

1.1 The client wishes to receive bids for the items mentioned in Invitation to Bid at the previous page (hereinafter referred to as "goods" and provide ancillary services, if any, mentioned in the bidding documents.

1.2 The bid is to be completed and submitted to the Client in accordance with these Instructions to Bidders.

2. Eligible Bidder:

2.1 The invitation for Bid is open to all well reputed companies/ firms/ individuals having requisite experience of the similar projects and meeting the following criteria:

i- Registration with Income Tax Authorities (NTN);
ii- Registration with Sales Tax Authorities (PNTN/ STRN);
iii- Certified copy of Partnership Deed (in case of firms) or Certificate of Incorporation (in case of companies);
iv- Affidavit on non-judicial Stamp Paper of Rs. 100 (clearly stating that the firm/ vendor/ contractor is not blacklisted or subject to any pending litigation with any Government or Public Department);
v- Proof of experience of **at atleast 2 projects of similar magnitude** executed for public or private sector at any time during past 5 years; and
vi- Statement of the bidder's bank account duly issued and certified by the bank for a period from January 1, 2017 to July 31, 2017 showing an average monthly closing balance of PKR 500,000 at minimum **OR** valid and unutilized credit facility, as of the bid submission date, issued from a scheduled bank of the same amount.

3. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will, in no case, be responsible or liable for those costs.

4. Joint Ventures:

Bids submitted by a joint venture of two or more companies or partners shall comply with the following requirements:

a) The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners;

b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;

d) All partners of the joint venture shall be liable jointly and severally for the executing of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and

e) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid.

5. Assurance:

The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods pursuant to the Contract, within the time set forth therein.

B. BIDDING DOCUMENTS

6. Contents of Bidding Documents:

6.1 The Services required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

a) Instructions to Bidders
b) Appendix – A: Technical Specifications
c) Bid Form
d) Schedules:
   Schedule A: Special Conditions of the Contract
   Schedule B: Price Schedule
e) Bid Security Form
f) Performance Security Form
g) Specimen Contract Agreement

6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in any respect may result in the rejection of the bid.

7. Clarification of Bidding Documents:

7.1 The prospective bidder requiring any further information or clarification of the bidding documents may notify the Client in writing or by visiting the following address:

Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

7.2 Manager (P&C) will respond in writing to any request for information or clarification of the bidding documents, which is received no later than three (03) days prior to the deadline for the submission of bid.

8. Amendment of Bidding Documents:

8.1 At any time prior to the deadline for submission of bid, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment.

8.2 The amendments, made in pursuance of 9.1, shall be part of the bidding documents and notified in writing or by telex, or by fax to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.

8.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Client may, at its discretion, extend the deadline for the submission of bid.

C. BID PREPARATION

9. Language of Bid:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided at this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

10. Documents Comprising the Bid:

10.1 The evaluation of Bid submitted shall be inclusive of, but not be limited to, the following factors:

a) Bid Form
The Bidder shall complete the Bid Form in accordance with Clause 12.

b) Price Schedule
The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents in accordance with Clauses 13 & 14.

c) Bid Security
The bidder shall furnish Bid Security in accordance with Clause 14.

11. Bid Form:

The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules furnished in the bidding documents.

12. Bid Prices:

12.1 The bidder shall complete Schedule B (Price Schedule) for all or any Lot as per the instructions contained in this document.

12.2 Prices quoted in the Price Schedule for the Goods should be entered in the following manner:

i) The price of the Goods shall be quoted for Gujranwala inclusive of all required services at the address provided in Schedule A.

ii) Bidders shall quote rate for all or any Lot in Price Schedule (B) and should write NIL against Lot not quoted.

iii) The blank or partially/ conditionally filled Price Bid Schedule B of any Lot will be considered as non-responsive for that specific Lot.

iv) The price is to be submitted in Pak Rupees only and should include all applicable taxes.

v) Alternate financial Bids are not allowed.

12.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

13. Bid Currencies:

Prices shall be quoted in Pak Rupees.

14. Bid Security:

14.1 Pursuant to Clause 11.1(c), the bidder shall furnish, as part of its bid, a bid security equal to PKR. 50,000/- only. This amount is within 5% of the estimated price and complies with the provisions of PPRA 2014.

14.2 The bid security shall be denominated in Pak Rupees and shall be in the shape of call Deposit Receipt (CDR)/Bank Guarantee/Demand Draft/Pay Order in favor of Gujranwala Waste Management Company, valid for a period of 28 days beyond the Bid Validity date.

14.3 The bid not secured in accordance with Clauses 14.1 and 14.2 above may be rejected by the Client as non-responsive.

14.4 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.

14.5 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 31, and furnishing the performance security, unless mutually agreed otherwise.

14.6 The bid security may be forfeited:

(a) if the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form;

(b) if the bidder does not accept the correction of the Total Bid Price pursuant to Clause 24; or

(c) if the bidder fails;
(i) to sign the contract in accordance with Clause 31, or
(ii) to furnish the performance security in accordance with Clause 32.

15. Period of Validity of Bid:

15.1 The bid shall remain valid for Ninety (90) days from the date of bid closing prescribed by the Client, pursuant to Clause 19.

15.2 Notwithstanding Clause 15.1 above, the Client may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by cable or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 15 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

16. Format and Signing of Bid:

16.1 The bidder shall submit dully filled original Bidding Documents issued to him.

16.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be typed or written in permanent ink and shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the person signing the bid.

16.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BID (SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE)

17. Sealing and Marking of Bid:

17.1 The bidder shall seal the original bid into a single envelope.

17.2 The technical specifications should be clearly and legibly written with the relevant price quoted in front of each Lot.

17.3 The envelope/single sealed package shall:

(a) be addressed to the following address:

Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

(b) bear the following identification:

BID FOR "FABRICATION MATERIAL FOR WORKSHOP"
DO NOT OPEN BEFORE 1200 HOURS ON AUGUST 24, 2017

17.4 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".

17.4 Electronic bids will not be entertained.

18. Deadline for Submission of Bid:

18.1 The original bid must be received by the Client at the address specified in Clause 17.3 by 1130 hours on August 24, 2017.

18.2 The Client may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 8, in which case all rights and obligations of the Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bid:

The bid received after the deadline for submission of bid prescribed by the Client, pursuant to Clause 18, will be rejected and returned unopened to the bidder.

20. Modification and Withdrawal of Bid:

20.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Client prior to the deadline prescribed for submission of bid.

20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 17. A withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.

20.3 The bid may not be modified subsequent to the deadline for submission of bid.

20.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 15.

E. OPENING AND EVALUATION OF BID

21. Opening of Bid:

21.1 The bid shall be opened by the Client in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 18.1, at the office of the Client, given in Clause 17.2 (a). The bidder's representatives who are present shall sign a register evidencing their attendance.

21.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Client, at its discretion, may consider appropriate will be announced and recorded at the opening.

22. Clarification of Bid:

To assist in the examination, evaluation and comparison of bid, the Client may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

23. Determination of Responsiveness of Bid:

23.1 Prior to the detailed evaluation of the bid, pursuant to Clause 26, the Client will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:

(a) meets the Eligibility Criteria specified in Clauses 2 and 3;

(b) has been properly signed on the Bid Form;

(c) is accompanied by the required Securities and these Securities are valid and in good order;

(d) the technical specifications for each item / equipment quoted in the price Bid Schedule B should meet the major technical criteria as specified for each item / equipment in technical specifications of this document;

(e) meets the delivery period set out in Schedule A: Special Conditions;

(f) meets the rate and limit of liquidated damages as specified in Schedule A: Special Conditions to Bid;

(g) offers fixed price quotations i.e. the bid do not offer an escapable price quotation;

(h) is otherwise complete and generally in order;

(i) conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:

(i) which affects in any substantial way the scope, quality or performance of the Goods or

(ii) which limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the bidder's obligations under the Contract.

23.2 The bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

23.3 The bid determined as not substantially responsive will be rejected by the Client and may not subsequently made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.

23.4 The Client may waive any minor informality or non-conformity or irregularity in the bid.

23.5 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the Client for any arithmetic errors. Errors will be rectified as follows:

(a) for the total individual bid price of each lot entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total individual Bid Price of that lot, shown in the Price Schedule, will govern unless the Bid Contains a specific statement confirming the total individual Bid Price of each lot.

(b) where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the Client, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item / equipment as quoted will govern and the unit rate will be corrected, and

(c) where there is a discrepancy in the total price quoted in the Price Schedule of each lot vis-à-vis addition of each item / equipment/ lot, the total of the itemized prices will govern.

The amount stated in the Bid Form will be adjusted by the Client in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors for any item / equipment in the Bid, his Bid will be rejected for the specific item / equipment and the Bid Security for that item / equipment will be forfeited in accordance with Clause 15.6.

Corrected Total Individual Bid Price for each Lot: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total individual Bid Price of each Lot.

24. Evaluation and Comparison of Bids:

24.1 The Client will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23, as stated hereinafter.

24.2 Basis of Evaluation and Comparison of Bid: The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for evaluation. The evaluation and comparison of the Bid will be done Lot wise. The offer/ contract will be awarded to those Bidders whose corrected and evaluated Bid Price for that specific Lot is the lowest.

24.3 Evaluated Bid Prices: The Client evaluation of a bid will take into account in addition to the Bid Price, the following factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Prices. The price so determined after making such adjustments will be termed as Evaluated Bid Price.

24.4 Cost of correction of arithmetical errors as stated in Clause 23.5: The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only. For bid offering delivery period of the Service earlier than the period specified in the Schedule A: Special Conditions to Bid, no credit will be given.

24.5 Terms of Payment: The bidder shall state their bid price for the payment terms outlined in the Conditions of Contract. The bid will be evaluated on the basis of this base price.

25. Contacting the Client:

Any effort by a bidder to influence the Client in the Client's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

26. Client's Right to Accept the Bid or Reject the Bid:

The Client reserves the right to accept or reject any bid at his sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Client's action.

F. AWARD OF CONTRACT

27. Post-qualification and Award Criteria

27.1 The Client will determine to its satisfaction whether the bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract.

27.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder’s Bid.

27.3 Subject to Clause 27 above, the Client will award the Contract to the bidder if its bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price for specific lot and consistent with the current prevailing market prices as determined by the Client, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

28. Client's Right to Vary Quantities at Time of Award:

The Client reserves the right at the time of award of Contract to increase or decrease the quantity of Services specified in the Specifications, without any change in unit prices or other terms and conditions.

29. Notification of Contract Award:

29.1 Prior to the expiration of the period of bid validity, the Client will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.

29.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 31 below.

30. Signing of Contract:

30.1 After the acceptance of performance security by the Client, the Client will send to the successful bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

30.2 Within two (2) days of the receipt of such Contract Form, the bidder shall sign and date the Contract and return it to the Client.

31. Performance Security:

Within Five (5) days of the receipt of the Letter of Acceptance from the Client, the bidder shall furnish the performance security, in accordance with the Special Conditions of Contract, in the performance security Form provided in the bidding documents or another form acceptable to the Client.

G. ADDITIONAL INSTRUCTIONS

32. Instructions to Assist the Bidder:

32.1 Bid shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents.

33. Income Tax & General Sales Tax/PRA:

33.1 The bidder may make inquires on income tax to the concerned authorities of Income Tax and General Sales Tax/PRA Department, Government of Pakistan/Punjab.

33.2 Sales tax/PRA, to the extent as provided in the applicable rules, shall be deducted and withheld from the payment to be made to the service provider, for further deposit with Government of the Punjab.

APPENDIX – A

(TECHNICAL SPECIFICATIONS)

	Dimensions		
	Side	Front	Back
Length(M)	3.3	1.78	1.78
Width(M)	1.25	1.49	1.34
Thickness(M)	0.003175	0.003175	0.003175
Density(Kg/m3)	7850	7850	7850
Weight/Container(Kg)	102.81	59.44	66.102

Note: The bidders are advised to carefully read the Special Conditions (Schedule-A).

STAMP AND SIGNATURE OF THE BIDDER:_____

BID FORM

To,

Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

Dear Sir/Madam,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, for the above Contract, we, the undersigned, offer to provide the services required, in conformity with the said bidding documents for the Total individual Bid Price for each lot/ equipment as attached.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda, if any.

(b) We offer to supply the **Goods** to the Client in conformity with the Bidding Documents.

(c) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 2% of the value of the contract for the due performance of the Contract.

(e) ***We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative/revised offers in accordance with the Bidding Document and or relevant laws;***

(f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Client or the Government of Punjab;

(g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(i) We agree to permit the Client or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by third

party auditors.

(j) We undertake, if our above stated individual Bids for any or more items are accepted, we shall be bound to complete the work in accordance with the terms and conditions of the client.

(k) We understand that all the Appendices/Schedules/Documents attached hereto form part of this Bid and further declare that we have completely read and understood the same, the contents whereof shall be binding on us.

Bidder Signature along with Seal

WITNESS:

Signature ----------

Name----------

Title: ----------

Address: ----------

Signature ----------

Name ----------

Title----------

Address----------

SCHEDULE – A
(SPECIAL CONDITIONS OF THE CONTRACT)

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

1	**Amount of Performance Security**	Clause 31	The selected firm will have to deposit 2% Performance Security in the form of bank guarantee issued by any scheduled bank/ CDR before signing the agreement/ Award letter.
2	**Delivery of Goods/ Services** Address at which Goods to be executed		The goods/ material/ services shall be delivered at sites designated by the client in Gujranwala.
	Contract execution schedule		As and when required.
3	**Time within which payment shall be made after the delivery of services**		Within 30 days of receipt and acceptance of certified Invoice from the Contractor.
4	**Liquidated Damages**		1% of the contract price of the goods/ services in delay – per day or part thereof. Not to exceed an aggregate 10% of the total contract price stated in the Letter of Acceptance issued by the Client.

5. The goods shall be delivered after issuance of Purchase/ Work Order from GWMC. The P&C department will not accept any claim/invoice without PO/WO.

6. The Contractor should mention the Purchase/ Work Order reference number at the invoice, without reference number, P&C will not accept any invoice/claim.

SCHEDULE – B
(PRICE SCHEDULE)

	Dimensions		
	Side	Front	Back
Length(M)	3.3	1.78	1.78
Width(M)	1.25	1.49	1.34
Thickness(M)	0.003175	0.003175	0.003175
Density(Kg/m3)	7850	7850	7850
Weight/Container(Kg)	102.81	59.44	66.102
Cost/Container			Rs.

Total Price in Words (Inclusive of All Applicable Taxes):

_____

Note:

a) Evaluation shall be done on Item Wise (Lot) Basis.
b) Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered.
c) Items for which rates are not quoted shall be marked **"NIL"**

Stamp & Signature of Bidder _____

BID SECURITY FORM

The Total Bid Security amounting to Rs. _____ (Rupees _____ only) in shape of "Call Deposit Receipt" of the Bank (Name)_____ is attached in accordance with Clause 14 of the Instructions to Bidders. The enclosed CDR number is_____.

Signature of Bidder _____

PERFORMANCE SECURITY FORM

To,

Manager(Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

WHEREAS (Name of the Contractor) _____ hereinafter called "the Contractor" has undertaken, in pursuance of **"**INVITATION TO BID FOR THE **"FABRICATION MATERIAL FOR WORKSHOP"** procurement of following:

1. [***Please insert details***].

(Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 2017__, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

CONTRACT AGREEMENT SPECIMEN

THIS AGREEMENT made on the --- day of ------, 2017, between ---------- of -------- (hereinafter referred to as "the Client"), of the one part and ---------- of ---------- (hereinafter referred to as "the Supplier"), of the other part:

WHEREAS the Client invited bids for Fabrication Material for Workshop (hereinafter referred to as "the Goods") detailed as under:

and has accepted a bid by the Contractor for the supply of those Goods and Services.

NOW THE CONTRACT WITNESS AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this Contract.

(a) The Notification of Award / Letter of Acceptance;

(b) The Bid and Schedules listed as under;

- Schedule A: Special Conditions of the Contract
- Schedule B: Price Schedule

(c) Appendix – A: The Technical Specifications

(d) Conditions of Contract (as attached)

This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the Documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to supply the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Client hereby covenants to pay the Contractor, in consideration of the provision of the Goods and Services and the remedying of defects therein, at the times and in the manner prescribed by the Contract.

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

WITNESS (CLIENT)

Signature: Signature:

Name: Name:

Designation: Designation:

Seal:

WITNESS (CONTRACTOR)

Signature: Signature:

Name: Name:

Designation: Designation:

CONDITIONS OF CONTRACT

1. Definitions

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

1.1.1 "Commencement Date of the Contract" means the date of signing of the Contract between the Client and the Contractor.

1.1.2 "Contract" means the agreement entered into between the Client and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

1.1.3 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

1.1.4 "Contractor" means the individual or firm / company / authorized dual supplier whose bid has been accepted by the Client and the legal successors, in title to the Contractor.

1.1.5 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.

1.1.8 "Client" means the Gujranwala Waste Management Company for which the services are being hired in writing by the Client for the purposes of the Contract.

1.1.7 "Client's Representative" means any representative of the Client appointed from time to time by the Client under Clause 30.

1.1.8 "Goods" means all of the Goods and related services which the Contractor is required to supply to the Client under the Contract.

1.1.9 "Services" means services providing Material services and other such obligations of the Contractor covered under the Contract.

1.1.10 "Works" means all Services to be provided and work to be done by the Contractor under the Contract.

1.2. Headings and Titles

The headings and titles in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

1.3. Interpretation

Words importing persons or parties shall include firms, corporations, and any organization having legal capacity. Words importing the singular only also include the plural and vice versa where the context requires.

1.4. Periods

In these Conditions "day" means calendar day and week means seven (7) calendar days.

1.5. Notice, Consents and Approvals

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods/Services supplied under this Contract shall conform to the authoritative latest standards appropriate to the Goods.

4. Use of Contract Documents and Information

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

4.2 The Contractor shall not, without the Client's prior written consent, make use of any document or information specified in Clause 5.1 above, except for purposes of performing the Contract.

5. Patent Rights

5.1 The Contractor shall indemnify and hold the Client harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

6. Performance Security

6.1 Within five (5) days of receipt of the Letter of Acceptance from the Client, the successful Bidder shall furnish to the Client the performance security in the amount specified in the Schedule A: Special Conditions.

6.2 The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

6.3 The performance security shall be denominated in a currency of the Contract, or in a freely convertible currency acceptable to the Client, and shall be in one of the following forms only:

(a) Bank guarantee

(i) Issued by a bank acceptable to the Client located in Pakistan; or

(ii) issued by a foreign bank through a correspondent bank acceptable to the

Client located in Pakistan, and in the form provided in the bidding documents or another form acceptable to the Client; or

(b) CDR/ Pay Order – issued from a local scheduled bank.

6.4 The performance security will be returned by the Client not later than twenty eight (28) days of the issue of the Service Completion Certificate.

7. Inspection and Tests

7.1 The Client or its representative shall have the right to inspect the work being carried out under this Contract and to test the Material to confirm their conformity to the Specifications. The Special Conditions of Contract or the Specifications or both shall specify what inspections and tests the Client requires and where they are to be conducted. The Client shall notify the Supplier in writing of the identity of any representative retained for these purposes.

7.2 The Client reserves the right to inspect, test and, where necessary, reject the Material after the Material arrival at the site where delivery is required.

8. Delivery

8.1 Delivery of the Goods shall be made by the Contractor at the address specified in Schedule A: Special Conditions.

8.2. Contract Execution Schedule

8.2.1 The delivery of the Goods at the site, its testing, and successful provision of ancillary services shall be completed within the periods stated in the Schedule A: Special Conditions.

8.2.2 Within the time stated in Schedule A: Special Conditions, the Contractor shall be bound to supply Goods as per condition specified in the Technical Specifications of the bidding Document.

9. Documentation

Before the Goods are delivered to the Client, the Client has the right to require the Contractor to furnish such documents pertaining to the said Goods as may be necessary to establish the Contractor's right and ability to deliver the Goods.

10. Transportation

Transport of the Goods to the place of destination as specified in the Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

11. Quality of the Goods

The Contractor shall be responsible to deliver the Goods/ materials of prescribed and acceptable quality only. In case of any defective delivery, the Contractor shall be responsible

to replace the said items within same day and the Contractor shall not bill such refused Goods..

12. Payment Terms

12.1 Payment will be made by the Client for the delivery of Goods/ services by the Contractor. Also, the payment shall only be made after the certification of invoice.

12.2 Method of Application

The Contractor shall submit to the Client two (2) copies of application for payment in a form approved by the Client. Application shall be accompanied by

1. such invoices,
2. receipts,
3. a copy of Award Letter,
4. a copy of SCHEDULE - B: PRICE SCHEDULE
5. or other documentary evidence as the Client may require.

12.3 The application for payment shall state the amount claimed and shall set forth in detail, in the order of the Price Schedule, particulars of the Works executed.

13. Payment to Contractor

13.1. After receiving an application for payment which the Contractor was entitled to receive, the Client shall proceed for the payment to contractor subject to the conditions that there are no:

(a) Defects or short comings in the Service Provided.

(b) The performance of the Goods and Services is satisfactory.

13.2. Correction to Certificates of Payment

The Client may in any certificate of payment make any correction or modification that properly be made in respect of any previous certificate.

13.3. Payment

The Client shall pay the amount certified within the period stipulated in Schedule-A, Special Conditions, after the date of delivery of each certificate of payment to the Client.

14. Prices

Prices charged by the Contractor for Services under the Contract shall not vary from the prices quoted by the Contractor in the Price Schedule.

15. Change Orders

15.1. The Client may at any time, by written notice to the Contractor, instruct the Contractor to alter, amend, omit, add to or otherwise change any part of the Goods/Services.

15.2. Changes mutually agreed upon shall constitute as part of the Goods/Services under this Contract, and the provisions and conditions of the Contract shall apply to the said Change.

16. Contract Amendments

Subject to Clause 15, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

17. Assignment

The Contractor shall not assign in whole or in part, its obligations to perform under the Contract, except with the Client's prior written consent.

18. Subcontracts

18.1. The Contractor shall not subcontract all or any part of the contract without first obtaining the Client's approval in writing of the subcontracting and the subcontractor.

18.2. The Contractor guarantees that any and all subcontractors of the Supplier for performance of any part of the work under the contract will comply fully with the terms of the Contract applicable to such part of the work under the contract.

19. Extensions in the Contractor's Performance

19.1 Delivery of the Goods and performance of the Services shall be made by the Contractor in accordance with the Contract Execution Schedule, pursuant to Clause 9.2 hereof.

19.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery and performance of Services, the Contractor shall promptly notify the Client in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Client shall evaluate the situation and may take appropriate actions.

19.3 Except as provided under Clause 21, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to Clause 20, unless an extension of time is agreed upon without the application of liquidated damages.

20. Liquidated Damages

Subject to Clause 21 hereof, if the Contractor fails to deliver any or all of the Services or Goods within the time period(s) specified in the Contract, the Client shall without prejudice to any other remedy it may have under the Contract, deduct from the Contract Price as liquidated damages, a sum of money equal to the percentage, named in Schedule A: Special Conditions, of the Contract Value which is attributable to such part of the Services as cannot in consequence of the delay be put to the intended use for every day or part of a day between the scheduled delivery date with any extension of time thereof and the actual delivery date(s) provided that the amount so deducted shall not exceed in the aggregate the percentage, named in the Schedule-A, of the Contract Price.

21. Termination for Default

21.1. The Client may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:

(a) if the Contractor fails to provide service as per Delivery Schedule; or
(b) if the Contractor fails to perform any other obligation(s) under the Contract

21.2 In the event the Client terminates the Contract in whole or in part, pursuant to Clause 21.1 above, the Client may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the Client for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

22. Force Majeure

22.1 Notwithstanding the provisions of Clauses 19, 20 and 21, the Contractor 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.

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

22.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof with a copy to the Client. Unless otherwise directed by the Client in writing, the Contractor 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.

23. Termination for Insolvency

23.1 The Client may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.

24. Termination by the Client

The Client may, by a written notice of fifteen (15) days to the contractor, terminate this Agreement. All accounts between the Client and the contractor shall be settled not later than thirty (30) days of the date of such termination.

25. Resolution of Disputes

25.1 The Client and the Contractor 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.

25.2 If, after twenty-eight (28) days, from the commencement of such informal negotiations, the Client and the Contractor have been unable to resolve amicably a Contract dispute, either party may, within one month, require that the dispute be referred for resolution by arbitration under the Rules of Pakistan Arbitration Act 1940, as amended, by one or more arbitrators selected in accordance with said Rules. The place for arbitration shall be Gujranwala, Pakistan. The award shall be final and binding on the parties.

26. Contract Language

26.1 The Contract shall be in the English language, and all documentation related hereto will also be in the English language. The Contractor hereby represents that it has sufficient knowledge of the English language fully to understand the Contract.

26.2 The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

27. Applicable Law

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

28. Notices

28.1. Notice to Contractor

All certificates, notices, instructions or orders to be given to the Contractor by the Client or the Client under the terms of the Contractor, shall be served by sending the same by registered post, cable, telex or facsimile transmission to or leaving the same at the Contractor's principal office, or at the Contractor's office in Pakistan or such other addresses as the Contractor shall nominate for the purpose, or may by handing over to the Contractor's representative.

28.2. Notice to Client

Any notice to be given to the Client under the terms of the Contract shall be served by sending the same by registered post, telex or facsimile transmission to or leaving the same at the following office:

Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,

29. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside or inside Pakistan.

30. Client and Client's Representative

30.1. Client's Duties: The Client shall carry out the duties specified in the Contract.

30.2. Except as expressly stated in the Contract, the Client shall have no authority to relieve the Contractor of any of his obligations under the Contract.

30.3. Client's Representative

The Client's Representative shall be appointed by and be responsible to the Client and shall only carry out such duties and exercise such authority as may be delegated to him by the Client under Clause 30.4.

30.4. Client's Power to Delegate

The Client may from time to time delegate to the Client's Representative any of the duties vested in the Client and may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor and the Client.

30.5 Any decision, instruction or approval given by the Client's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Client. However:

(a) Any failure of the Client's Representative to disapprove any Goods or workmanship shall not prejudice the right of the Client to disapprove such Goods or workmanship and to give instructions for the rectification thereof;

(b) If the Contractor questions any decision or instruction of the Client's Representative, the Contractor may refer the matter to the Client who shall confirm, reverse or vary such decision or instruction.

30.6. Client's Decisions and Instructions

The Contractor shall proceed with the decisions and instructions given by the Client in accordance with these Conditions.

31. Compliance with Statues and Regulations

The Contractor shall in all matters arising in the performance of the Contract conform in all respects with the provisions of all Central, Provincial and Local Laws, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.

33. Headings

Headings, whether of clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the contract.

34. Waiver

Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

THE END