GUJRANWALA WASTE MANAGEMENT COMPANY

Bidding Documents

REQUEST FOR TENDER

Procurement No. 386

PROCUREMENT OF BATTERIES FOR OPERATIONAL VEHICLES OF GWMC 2020-21

Including draft Contract

(Framework Contract)

Single Stage Two Envelope

In line with PPRA Rules 2014

Issued on: 27/4/2020

FOR REFERENCE ONLY

Office Address:
2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92; Email: info@gwmc.com.pk

DISCLAIMER

This Request for Tender Document is provided to the recipient solely for use in preparing and submitting applications in connection with bid for Procurement of Batteries For Operational Vehicles of GWMC 2020-21. The Request for Tender (RFT) Document is being issued by the GWMC solely for use by prospective bidders in considering this assignment. Neither GWMC, nor their employees make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in other document made available to a person in connection with the tender process for the assignment and shall have no liability for this RFT Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Assignment. Neither GWMC nor their representatives will be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in evaluating or acting upon this RFT Document or otherwise in connection with the Assignment as contemplated herein. GWMC reserves its right, in its full discretion, to modify the RFT and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in such an event .

FOR REFERENCE ONLY

Invitation for Bids

Dated: **27/4/2020**

1. Gujranwala Waste Management Company (GWMC), now invites sealed bids from eligible bidders; well reputed Companies/ Firms/ Suppliers/Sole Proprietors/ Authorized Distributors, for the following;

Sr. #	Description
1.	Procurement of Batteries For Operational Vehicles 2020-21- Framework Contract

2. Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the Rule No. 38-2 of PPRA rules 2014 and is open to all eligible bidders as defined in the bidding document.

3. Interested eligible bidders may obtain bidding documents and further information from the office of GWMC after written submission of application in the name of CEO, GWMC at the cost of Rs**. 2,000/- (Non-Refundable**), to be deposited in "The Bank Of Punjab(Any Branch)" in the Account titled "Gujranwala Waste Management Company", A/c # 6580031956800018 during office hours or can be accessed online at www.ppra.punjab.gov.pk , www.gwmc.com.pk. Late Proposals will be rejected. Bids of only those bidders will be entertained who purchased the Tender document.

4.The provisions in the Instructions to Bidders are the provisions of the Bidding Documents. The Contract is awarded under framework contract (Rule No-15 PPRA). Frame work contract will be till **June 30, 2021 Effective from Date of Signing of Contract Agreement** and **'Framework Contract'** means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of Goods, Goods or works over a specific period against an agreed sum or rate per item or lump sum

5. Sealed Bids must be delivered to the above office **on or before 12:00 PM on 20th May, 2020** and must be accompanied by a **Bid Security of PKR 75,000/-** in the form of Bank Guarantee/Demand Draft/CDR/Pay Order. The Bid Security is **2.6%** apprx. of estimated value i.e., **Rs. 2,952,929/-** for the procurement of subject goods and is as per PPRA Rule # 27 which states *"**The procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price**"*

6. Bids will be opened in the presence of bidders' representatives who choose to attend at **12:30 PM** in the Office of GWMC, on the same date i.e**. 20th May, 2020 (**with original CNICs of bidders/representatives).

7. The bidders are requested to give their best and final prices as no negotiations are permissible as per PPRA Rules and regulations.

8. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.
9. For obtaining any further information or clarifications, please contact the person named below:

CHIEF EXECUTIVE OFFICER
Gujranwala Waste Management Company (GWMC),
2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza,
Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92;
Email: info@gwmc.com.pk

FOR REFERENCE ONLY

Table of Contents

PART-I

SECTION I. INSTRUCTIONS TO BIDDERS (ITB) 5

SECTION II. BID DATA SHEET 18

SECTION III. TECHNICAL SPECIFICATIONS 23

SECTION IV. BIDDING FORMS 24

1. Bid Submission Form 29
2. Price Schedules 32

PART-II

SECTION I. CONTRACT FORMS 34

1. Contract Form 34

SECTION II. GENERAL CONDITIONS OF CONTRACT (GCC) 36

SECTION III. SPECIAL CONDITIONS OF CONTRACT (SCC) 47

FOR REFERENCE ONLY

Part-I
Section I. Instructions to Bidders

A. Introduction

1. Procuring Agency

1.1 The Procuring Agency is Gujranwala Waste Management Company

2. Eligible Bidders

2.1 This Invitation for Bids is open to all contractors mentioned in Eligibility Criteria.

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 services for the preparation of the design, specifications, and other documents to be used for the **Procurement of Batteries For Operational Vehicles of GWMC 2020-21** to be procured under this Invitation for Bids.

2.3 Government-owned enterprises 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.

2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).

3. Eligible Goods and Services

3.1 All goods to be supplied under the contract shall meet the specification of the goods required in the Technical Specification.

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 Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

a) Instructions to Bidders (ITB)
b) Bid Data Sheet
c) Technical Specifications
d) Bid Submission Form
e) Price Schedules
f) Contract Form
g) General Conditions of Contract (GCC)
h) Special Conditions of Contract (SCC)
i) Performance Security Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and

FOR REFERENCE ONLY

specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than **seven (07) days** prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

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

FOR REFERENCE ONLY

(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, 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 **inclusive of all applicable taxes.**

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.1 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser'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 nonresponsive and will be rejected, pursuant to ITB Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in **Pak Rupees**.

13. Documents Establishing Bidder's Eligibility and Qualification

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.

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

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, that the technical specifications of the goods are compliant with the technical specifications as required in the Section III of Part 1 as Technical Specifications.

14.2 For purposes of the commentary to be furnished, the Bidder shall note that standards for material as well as references to brand names or catalogue numbers designated by the Purchaser 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 Purchaser'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.

FOR REFERENCE ONLY

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The Bid Security shall be in **PKR** and must be **valid for ninety (90) days beyond the validity of bid.**

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as the successful bidder will furnish performance security.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing of Contract, pursuant to ITB Clause 31, and furnishing the performance security, pursuant to ITB Clause 32.

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 sign contract in accordance with ITB Clause 31; **or**

(ii) to furnish performance security in accordance with ITB Clause 32.

16. Period of Validity of Bids and Duration

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser 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 (or by email). 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 ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

16.4 Total duration of assignment is mentioned in the Bid Data Sheet**.**

FOR REFERENCE ONLY

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID".

17.2 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, 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 contract execution if the Bidder is awarded the contract.

D. Submission of Bids

SINGLE STAGE TWO ENVELOPE
(Rule 38-2 of PPRA Rules, 2014)

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original bid in envelopes, duly marking the envelopes as "ORIGINAL".

18.2 The envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity 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".

FOR REFERENCE ONLY

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser 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 Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser 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 Purchaser 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 Purchaser after the deadline for submission of bids prescribed by the Purchaser 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 Purchaser 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. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser 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 an attendance sheet evidencing their presence.

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 Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

FOR REFERENCE ONLY

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser 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.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser 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 24), and **Taxes and Duties** (GCC Clause 26), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

FOR REFERENCE ONLY

25. Qualification & Evaluation of Bids

25.1 The Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.

25.2 The determination will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB

Clause 24, as per Technical Specifications required

25.4 The Purchaser's **financial evaluation** of a bid will be on Lowest Evaluated Bid inclusive of all prevailing taxes and duties.

26. Contacting the Purchaser

26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Award Criteria

27.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

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

28.1 The Purchaser 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.

29. Purchaser's Right to Accept or Reject All Bids

29.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.

30. Notification of Award

30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

FOR REFERENCE ONLY

30.2 The notification of award will constitute the formation of the Agreement.

30.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 32, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

31. Issuance of Contract

31.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the

'Contract' provided in the bidding documents, incorporating all agreements between the parties.

31.2 Within seven (07) days of receipt of the Letter of Acceptance (LOA), the successful Bidder shall send acknowledgment

32. Performance Security

32.1 Within seven (07) days of the receipt of LOA from the Purchaser, the successful Bidder shall furnish the performance security (in the form of Bank Guarantee/CDR/DD) in accordance with the Terms & Conditions of Contract, or in another form acceptable to the Purchaser.

32.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

33. Corrupt or Fraudulent Practices

33.1 The Procuring Agency requires that Bidders, Contractors, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

FOR REFERENCE ONLY

Part-I
Section II. Bid Data Sheet

The following specific data for the **"Procurement of Batteries for Operational Vehicles of GWMC 2020-21"** to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: **Gujranwala Waste Management Company**
ITB 1.1	Name of Contract: **Procurement of Batteries For Operational Vehicles of GWMC 2020-21**
ITB 4.1	Name of Purchaser: Gujranwala Waste Management Company
ITB 6.1	For clarification purposes, the Purchaser's address is: **CHIEF EXECUTIVE OFFICER** Gujranwala Waste Management Company (GWMC) 2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala. Tel: 055-9200890-92; Email: info@gwmc.com.pk Requests for clarification shall be received by the Purchaser no Later than **7 days** prior submission deadline
ITB 8.1	Language of the bid – English

Bid Price and Currency	
ITB 11.4	The price shall be in Pak Rupees and shall be fixed and inclusive of all applicable taxes in Pakistan.

Preparation and Submission of Bids	
ITB 13	**ELIGIBILITY CRITERIA/MANDATORY** The applicants fulfilling the following basic eligibility requirement shall only be considered for further Technical Evaluation (relevant documents to be attached) a) Legal Status of Bidder i. **For Companies** Certificate of Incorporation duly issued by SECP or JSCR or equivalent body in case of foreign firm ii. **For Sole Proprietorship** Copy of CNIC and an Affidavit/Undertaking on stamp Paper of Rs. 100 in case of Sole Proprietorship

FOR REFERENCE ONLY

iii. **For Partnership Firm/Association of Persons**
Partnership deed and Form C or Form D (as applicable) duly issued by registrar of Firms

b) Proof of Valid NTN Registration (In the name of Company, Firm, AOP or Business Individual as applicable.)

c) Proof of Valid GST Registration / PST Registration. (In the name of Company, Firm, AOP or Business Individual as applicable.)

d) Affidavit/ Undertaking for Correctness of Information, Declaration of non-involvement in litigation / black listing and Compliance to the specifications, conditions and availability of required items/Batteries on the defined time lines as mentioned in Terms of Reference of this bidding Document ***(to be provided on non-judicial stamp paper of Rs. 100). Template attached in Bidding Document.***

EVALUATION CRITERIA – MERIT POINT SYSTEM:

Sr. No.	Description	Maximum Marks	Remarks
1.	Operational History (Relevant documents to be attached)	20 Marks	Marks will be awarded on pro-rata basis. 04 Mark will be awarded for each Completed Operational Year, as of bid submission/closing date, but the maximum marks shall not exceed **20 Marks**
2.	Statement of the bidder's bank account in the name of business (or/and business individual- in case of sole proprietorship) duly issued and certified by the bank for a period from Jan 01, 2019 to December 31, 2019 showing required average monthly closing balance OR valid and unutilized credit facility, as of the bid submission date, issued from a scheduled bank of the same required amount. ***Average Monthly Closing Balance*** *is defined herein*	40 Marks	Marks will be awarded on pro-rata basis but the maximum marks shall not exceed **40 Marks** 1. Credit Facility/ Average monthly closing balance of PKR 500,000 or above = 40 Marks 2. Credit Facility/ Average monthly closing balance of PKR 100,000 or above = 30 Marks 3. Credit Facility/ Average monthly closing balance of PKR 60,000 or above = 20 Marks 4. Credit Facility/ Average monthly closing balance of PKR 30,000 or above = 10

FOR REFERENCE ONLY

		as; the average, computed for the sum of balances at the last day of each month in the given bank statement(s) for 12 months		Marks
	3.	Proof of relevant experience must be attached	40 Marks	Marks will be awarded on pro-rata basis. 20 Marks will be awarded for each Complied Experience but the maximum marks shall not exceed **40 Marks**

Minimum Passing Score required in order to Technically Qualify for the Assignment =<u>65 Marks</u> out of 100 Marks

The bidder <u>must obtain minimum technical score</u> in EACH of above Evaluation Criterion for Technical Qualification.

Financial Proposals of only Technically Qualified Bidders will be opened. The Criteria for Financial Evaluation will be <u>Lowest Evaluated</u>, i.e., technically qualified bidder who quoted the Lowest Rates (*subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).*

AWARD OF CONTRACT: *All bids will be evaluated on basis of above given evaluation criteria and the bidders who do not fulfill above mentioned evaluation criteria will be considered as technically non- responsive bidders and will not be taken into consideration for Financial Evaluation. However technically qualified bidders (Responsive to Evaluation Criteria) will be considered as responsive bidder, and among technically responsive and qualified bidders, the bidder with <u>**lowest rates**</u> will be awarded the contract (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).*

ITB 15.1	**Amount of Bid Security:** Rs. 75,000/- Bid Security shall be in the prescribed format i.e., Bank Guarantee/Demand Draft/CDR having its validity ninety days beyond the validity of Bid
ITB 16.1	**Bid Validity Period: 120 days** after the date of opening of bid**.** *No change in price will be made during contract period either rate variation in PKR VS US$ or any other case*
ITB 16.4	**Duration of Assignment:** till June 30, 2021 (Framework Contract)
ITB 17.1	**Number of Bids (01) One Original**
ITB 18.2 (a)	**Address for Bid Submission:** **CHIEF EXECUTIVE OFFICER** Gujranwala Waste Management Company (GWMC) 2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala. Tel: 055-9200890-92;

FOR REFERENCE ONLY

	Email: info@gwmc.com.pk
ITB 18.2 (b)	**ITB Title and Number:** Procurement of Batteries For Operational Vehicles of GWMC 2020-21
ITB 19.1	Deadline for Bid Submission: **12:00 PM, 20/5/2020**
ITB 22.1	**Time, Date, and Place for Bid Opening: 12:30 PM, 20/5/2020**

Bid Evaluation	
ITB 25.3	Criteria for bid evaluation: Lowest Cost offered by the qualified responsive bidder.

Contract Award	
ITB 28.1	Percentage for quantity increase or decrease: 15 % of total contract value

FOR REFERENCE ONLY

Part-I
Section III. Technical Specifications

Gujranwala Waste Management Company				
Yearly Demand For Batteries For Operational Vehicles				
Sr. No	**Item Description**	**Specification**	**UoM**	**Quantity**
1.	Battery	(12 V, 80 A)	Pcs	221
2.	Battery	(12 V, 100 A)	Pcs	3
3.	Battery	(12 V, 120 A)	Pcs	69
4.	Battery	(12 V, 135 A)	Pcs	31
5.	Battery	(12 V, 180 A)	Pcs	1

Note:

1. In Technical Evaluation, the quoted goods with no. 1 quality will be preferred over low quality products.
2. If the supplied products will differ from quoted items/Batteries or displayed sample, the bidder shall be penalized OR The bidder has to replace low quality products that do not conform with the required specifications with products that conforms with required specifications and standards in the same price and without incurring any additional cost.
3. The contractor should deliver the required quantity of items/Batteries within 07 days of receipt of Purchase Order or on the defined time lines as mentioned in the delivery schedule of PO.
4. Contractor is required to provide item at **GWMC Work Shop** (Sheikupura Road near Mini Stadium Gujranwala) and all costs involved in supply of Items/Batteries at the GWMC Workshop (Sheikupura Road near Mini Stadium Gujranwala) shall be borne by the contractor.
5. The delivery shall **ONLY** be made by the Contractor on the receipt of Purchase Order (mentioning required quantity) from the GWMC (Purchaser).
6. The delivery shall be made by the Contractor **As and When Required** under Framework arrangement on the receipt of Purchase Order from the GWMC (Purchaser).
7. Contractor is required to send original invoice bearing the reference no. of Purchase Order with a copy of Certified Delivery Challan

e) The bidder shall quote brand of quoted Batteries with Technical Bid

FOR REFERENCE ONLY

Section IV. Bidding Forms

1. Bid Submission Form

Date: _____
No: _____

To
[Client Address]

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for, **Procurement of Batteries For Operational Vehicles of GWMC in** conformity with the said bidding documents.

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 05% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening under Clause 16 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 capacity of]*
Duly authorized to sign Bid for and on behalf of _____

FOR REFERENCE ONLY

2. Price Schedules

Yearly Demand For Batteries For Operational vehicles							
Sr. No	**Item Description**	**Specification**	**UoM**	**Quantity**	**Brand**	**Unit Price**	**Total Price**
	A	B	C	D	E	F	G = F x D
1.	Battery	(12V, 80A)	Pcs	221			
2.	Battery	(12V, 100A)	Pcs	3			
3.	Battery	(12V, 120A)	Pcs	69			
4.	Battery	(12V, 135A)	Pcs	31			
5.	Battery	(12V, 180A)	Pcs	1			
Total price of all of above batteries in PKR inclusive of all applicable taxes =							
Total price of all of above batteries in PKR inclusive of all applicable taxes in words = ----------							

Note:

1. The Bidder shall quote its prices/rates for all of above Items/Batteries and Evaluation shall be done **on Composite Rate Basis**
2. In case of discrepancy between unit price and total, the unit price shall prevail.
3. The prices should be quoted in the local currency i.e. Pak Rupees (PKR), and should be inclusive of all supply and transportation charges and admissible taxes as per government policy.
4. 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.
5. Inspection will be carried out at the time of Goods Supply by the client and the contractor/ supplier must ensure the compliance with required specifications

FOR REFERENCE ONLY

ANNEX-A

GENERAL PARTICULARS OF APPLYING FIRM/COMPANY/CONTRACTOR

Firm's Information	
Name of Firm/Company/Business Individual/Sole Proprietorship	
Complete Postal Address	
Phone	
Contact Person / Designation	
Mobile Number	
E-Mail	
Type of Organization	
Place of Incorporation/Registration	
Year of Incorporation/Registration	
National Tax Number	

FOR REFERENCE ONLY

ANNEX-B

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 15 of the Instructions to Bidders. The enclosed CDR number is_____.

Signature of Bidder _____

FOR REFERENCE ONLY

ANNEX-C

AFFIDAVIT FOR CORRECTNESS OF INFORMATION

AND

DECLARATION FOR NON-INVOLVEMENT IN ANY LITIGATION/BLACKLISTING

(To be printed on PKR 100 Stamp Paper)

Name of Firm: _____

I/we, the undersigned, do hereby certify that all the statements made in the Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Purchaser, at any time, deems it necessary.

I/we hereby further declare that we are not involved in any litigation / arbitration / black listing by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

This is to further certify that we shall comply to the specifications, conditions and ensure availability of required items/Batteries on the defined time lines as mentioned in Terms of Reference/Technical Specifications of this bidding Document

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by **Gujranwala Waste Management Company (GWMC)** deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of GWMC.

GWMC, undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

FOR REFERENCE ONLY

Title of Officer: _____

Name of Firm: _____

Date: _____

Part-II
Section I. Contract Forms (DRAFT)
Frame Work Contract

THIS AGREEMENT made the _____ day of _____ 20_____ between *[name of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Contractor]* of (hereinafter called "the Contractor") of the other part at Gujranwala:

WHEREAS the Purchaser invited bids for **"Procurement of Batteries for Operational Vehicles of GWMC 2020-21"**, and has accepted a bid by the Contractor for the supply in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) Letter of Acceptance
(b) the bidding documents issued by the Purchaser
(c) the Bid submitted by the Bidder;
(d) the General & Special Conditions of Contract;

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to supply the required items/Batteries therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the required goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Contractor)

FOR REFERENCE ONLY

Part-II
Section II. General Conditions of Contract

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. The Contract is awarded under framework contract (Rule No-15 PPRA). Frame work contract will be for **One-Year Time Period till 30th June 2021, Effective from Date Of Signing Of Contract Agreement** and **'Framework Contract'** means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of Goods, Goods or works over a specific period against an agreed sum or rate per item or lump sum".

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

(c) "The Goods" means all of the items/ Batteries which the Supplier is required to supply to the Purchaser under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods,

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.

(h) "The Purchaser's country" is Islamic Republic of Pakistan.

(i) "The Contractor" means the individual or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

FOR REFERENCE ONLY

(k) "Day" means calendar day.

2. Application

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

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information;

4.1 The Contractor shall not, without the Purchaser'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 Purchaser 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 so far as may be necessary for purposes of such performance.

4.2 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's performance under the Contract if so required by the Purchaser.

4.4 The Contractor shall permit the Procuring Agency to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.

5. Performance Security

5.1 Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

FOR REFERENCE ONLY

5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a CDR/Bank Draft/bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in

the form provided in the bidding documents or another form acceptable to the Purchaser;

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

6. Inspections

6.1 The Purchaser 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 Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes.

6.2 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Contractor 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 Purchaser.

6.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

6.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

FOR REFERENCE ONLY

7. **Delivery and Documents**

7.1 Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Schedule of Requirements in the Purchase Order.

8. Payment

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

8.2 The Contractor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations

stipulated in the Contract.

8.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Contractor.

8.4 The currency of payment is Pak. Rupees.

9. Prices

9.1 Prices charged by the Contractor for goods and services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid.

10. Contract Amendments

10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

11. Assignment

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

12. Subcontracts

12.1 The Contractor shall notify the Purchaser 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 Contractor from any liability or obligation under the Contract.

12.2 Subcontracts must comply with the provisions of GCC Clause 3.

13. Delays in the Contractor's Performance

13.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements in Purchase Order.

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

13.3 Except as provided under GCC Clause 16, 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 GCC Clause 14, unless an extension of time is agreed upon pursuant to GCC Clause 13.2 without the application of liquidated damages.

FOR REFERENCE ONLY

14. Liquidated Damages

14.1 Subject to GCC Clause 16, if the Contractor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 15.

15. Termination for Default

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

(a) if the Contractor 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 Purchaser pursuant to GCC Clause 7; or

(b) if the Contractor fails to perform any other obligation(s) under the Contract.

(c) if the Contractor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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.

15.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 15.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not

FOR REFERENCE ONLY

terminated.

16. Force Majeure

16.1 Notwithstanding the provisions of GCC Clauses 13, 14 and 15, 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.

16.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

16.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

17 Termination for Insolvency

17.1 The Purchaser 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 Purchaser.

18. Termination for Convenience

18.1 The Purchaser, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

FOR REFERENCE ONLY

18.2 The Goods that are complete and ready for shipment within thirty (30) days after the Contractor's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Contractor an agreed

amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor.

19. Resolution of Disputes

19.1 The Purchaser 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.

19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

20. Governing Language

20.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 21, 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.

21. Applicable Law

21.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

22. Notices

22.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.

22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

23. Taxes and Duties

23.1 Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

FOR REFERENCE ONLY

Part-II
Section III. Special Conditions of Contract

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

1. Performance Security (GCC Clause 5)

GCC 5.1—The amount of performance security, as a percentage of the Contract Price, shall be **05% (Five per cent** of the contract price in the form of CDR/bank Draft/Bank Guarantee which shall remain valid for entire agreement period.)

2. Payment (GCC Clause 8)

GCC 8.1—Payment shall be made in Pak. Rupees in accordance with PPRA Rules, 2014, in the following manner:

(i) **Payment against Delivered Goods**: Upon submission of claim/invoice, the supplier shall be paid within thirty (30) days of receipt of the Goods at site after certification of invoice.

(ii) Disbursement of Items/goods by the Contractor shall not be linked to any other payment which Contractor is entitled to receive from the Client.

(iii) In case of any mala fide, deceptive and fraudulent tactics used in delaying/suspension of the said delivery of items/goods, the Client reserves the right to forfeit Performance Security as per GCC Clause 5 and takes necessary Legal Action against the Contractor as per applicable laws.

3. Liquidated Damages (GCC Clause 14)

GCC 14.1 Applicable rate: 0.1 % of Purchase Order's value of the goods in delay – per day or part thereof of delay until actual delivery, to a maximum deduction of 10 % of 'Purchase Order Value of Goods in delay. Once the maximum is reached, the Purchaser may consider termination of the Contract.

4. Resolution of Disputes (GCC Clause 19)

The dispute resolution mechanism to be applied pursuant to GCC Clause 19.2 shall be as follows:

In the case of a dispute between the Purchaser and the Contractor, the dispute shall be referred to arbitration in accordance with the Pakistan Arbitration Act, 1940.

5. Notices (GCC Clause 22)

GCC 22.1—

i. Purchaser's address for Notice Purposes: _____
ii. Contractors Address for Notice Purpose _____

FOR REFERENCE ONLY

6. **Inspections and Tests (GCC Clause 6)**

For Physical Examination (to check Its quality, conformity with required specifications and standards at the time of supply of Items/Batteries)

7. **The Client** reserves the right to increase or decrease, by the **15%** of the items/Bearings originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

8. **Delivery of the Goods**

GCC 7.1—As and When required by the Purchaser in accordance with the delivery schedule mentioned in the Purchase Order**.**

(FORM OF BANK GUARANTEE)

PERFORMANCE GUARANTEE

To: _____

Whereas _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee/CDR by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____*]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of Contract Completion in accordance with Rule 05 of Contract agreement.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

FOR REFERENCE ONLY