SIALKOT WASTE MANAGEMENT COMPANY

BID DOCUMENT

FOR

HIRING OF OPERATIONAL MACHINERY ON RENTAL BASIS
(UNDER FRAMEWORK CONTRACT)

• Invitation to Bid
• Instructions to Bidders
• Bid Forms
• Draft Conditions of Contract (GCC & SCC)

Acting Manager (Procurement & Contracts)
Sialkot Waste Management Company
2nd Floor, Sharif Plaza, Paris Road, Sialkot
092-317-9994214
INVITATION TO BIDS FOR HIRING OF OPERATIONAL MACHINERY ON RENTAL BASIS
(UNDER FRAMEWORK CONTRACT)

Sealed Bids are invited from bidders who are eligible as per terms & conditions given in the bidding documents for hiring the services of following items for the period mentioned below.

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Description</th>
<th>Unit</th>
<th>Duration</th>
<th>Maximum Nos</th>
<th>Specification / Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tractor With Trolley Without fuel &amp; operator/Driver</td>
<td>Days</td>
<td>60 Working Days</td>
<td>15</td>
<td>Shall have a carrying capacity of 2-2.5 tons of waste approximately.</td>
</tr>
<tr>
<td>2</td>
<td>Bucket with Tractor, Without fuel &amp; operator /Driver</td>
<td>Days</td>
<td>60 Working Days</td>
<td>06</td>
<td>Shall have Max. Engine power @ 2,200 rpm 75hp to 85hp</td>
</tr>
<tr>
<td>3</td>
<td>Trallas without Tractor</td>
<td>Days</td>
<td>60 Working Days</td>
<td>02</td>
<td>Shall have a carrying capacity of 2-2.5 tons of waste approximately.</td>
</tr>
</tbody>
</table>

Interested parties/firms should be registered with the relevant income and sale tax departments.

Single Stage-Single Envelope bidding procedure as per Clause 38 (1) of Punjab Procurement Rules 2014 shall be adopted. **Bids should be submitted as per Single Stage-Single Envelope process by 1100 hours on March 3rd, 2021 at the Head Office of SWMC. Bids shall be opened on the same date at 1130 hours on March 3rd, 2021.**

Interested eligible Bidders may obtain further information from Manager (Procurement & Contracts) Office SWMC and inspect/obtained the Bidding Document at the address given below from 0900 to 1600 hours.

Bidding Document in the English language, may be purchased by the interested bidders on the submission of a written application to the address given below and upon payment of a nonrefundable fee of **Pak Rs.2000/-** which should be deposited in SWMC bank account No. 003 6510 0011 2600 0017 Bank of Punjab Paris Road Branch, Sialkot.

Bids must be submitted with **Bid Security equivalent to 2% of estimated cost i.e. Rs. 4,957,800/- in form of CDR. The bid security will be in favor of Sialkot Waste Management Company.** Late bids shall be rejected. Tender documents will be immediately available after publication of advertisement in the daily newspaper as per PPRA rules and also available on PPRA website (www.ppra.punjab.gov.pk).In case of official holiday on the day of submission, next day will be treated as closing date

The competent authority may reject all bids at any time prior to the acceptance of the bid.

**Acting Manager (Procurement & Contracts)**
**Sialkot Waste Management Company**
2nd Floor, Sharif Plaza, Paris Road, Sialkot
092-52-9250624
Email: swmc.procurementdept@gmail.com
INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

1.1 The Client wishes to receive Bid for the items /Equipment/vehicles mentioned in Invitation to Bid at the earlier page (hereinafter referred to as “Machinery”) and as per the details given in bid form & bid schedules and provide services as mentioned in bid forms and bid schedules and other such obligations specified hereinafter (hereinafter referred to as “Services”).

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 potential bidders registered with income tax and sales tax departments.

2.2 The Bid shall be single package consisting of one envelope containing financial proposal, the envelopes shall be marked as “Financial Proposal” as per rule 38 (1) single stage one envelope of PPRA rules 2014 bidding procedure.

2.3 The Bidders shall submit bid with bid security of percentage given below and will be attached in the shape of CDR as Bid Security along the financial proposal. The bid security will be in favor of Sialkot Waste management Company.

<table>
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<tr>
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<tr>
<td>1</td>
<td>(Tractor With Trolley, Bucket with Tractor, Trallas without Tractor): Without fuel &amp; operator/Driver</td>
<td>2% of estimated cost</td>
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2.4 As per basic eligibility criteria clause# 35 of instruction to bidders

3. Eligible Machinery

3.1 The Goods and services to be supplied under the contract shall have their origin in eligible member countries.

3.2 For Purposes of Clause 3.1 Above, “Origin” shall be considered to be the place where the goods are produced. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding
4.1 The bidder shall borne 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.

5. Joint Ventures

5.1 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.

6. Assurance

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

BIDDING DOCUMENTS

7. Contents of Bidding Documents

7.1 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) Technical Specifications
c) Bid Form
d) Schedules:
   Schedule - A Special Stipulations
   Schedule - B Price Schedule
e) Bid Security Form
f) Performance Security Form
g) Draft Contract Conditions (GCC & SCC)

7.2 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 every respect will result in the rejection of the bid.

8. **Clarification of Bidding Documents**

8.1 The prospective bidder requiring any further information or clarification of the bidding documents may notify the Client in writing at least four (04) days prior to bid submission date at the following address:

**Acting Manager (P & C)**
Sialkot Waste Management Company
2nd floor, Sharif Plaza, Paris Road, Sialkot.
Ph: 092-52-9250624
Email: swmc.procurementdept@gmail.com

9. **Amendment of Bidding Documents**

9.1 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.

9.2 The amendment shall be part of the bidding documents, pursuant to Clause 7.1, will be 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.

9.3 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.

**PREPARATION OF BID**

10. **Language of Bid**

10.1 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 that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

11. **Documents Comprising the Bid**

11.1 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 15.

12. Bid Form

12.1 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.

13. Bid Prices

13.1 The bidder shall complete Schedule B, Cost Schedule for all Item / Equipment/ service as per the instructions contained in this document.

13.2 Prices quoted in the Price Schedule for the Machinery and Services should be entered in the following manner:

(i) The price of the Machinery will be quoted inclusive of all taxes/ FOR at the address provided in Schedule A.
(ii) Bidders shall quote rate and Technical Specifications for all Items / Equipment in Price Bid Schedule (B).
(iii) The blank or partially / conditionally filled Price Bid Schedule B of any item is considered noncompetitive & non responsive.
(iv) The price is to be submitted in Pak Rupees only and should include all taxes.

13.3 Prices quoted by the bidder shall remain fixed.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees.

15. Bid Security

15.1 Pursuant to Clause 11.1(c), the bidder shall furnish, as part of its bid, a bid security of percentage **given below**. Bid security must be submitted with financial proposal.

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</tr>
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</table>

15.2 The bid security shall be denominated in Pak Rupees and shall be in shape of call Deposit Receipt (CDR) in favor of Sialkot Waste Management Company (SWMC).
15.3 The bid not secured in accordance with Clauses 15.1 and 15.2 above will be rejected by the Client as non-responsive.

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

15.5 The bidder’s bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 31, and furnishing the performance security, pursuant to Clause 32.

15.6 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; or
(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.

16. Period of Validity of Bid

16.1 The bid shall remain valid for sixty (60) days from the date of bid closing prescribed by the Client, pursuant to Clause 19.

16.2 Notwithstanding Clause 16.1 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.

17. Format and Signing of Bid

17.1 The bidder shall submit duly filled original Bidding Document issued to him.

17.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be typed or written in indelible 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.

17.3 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.
SUBMISSION OF BID

18. **Sealing and Marking of Bid**

18.1 The bidder shall seal the single package consisting of financial proposals; the envelopes shall be marked as “Financial Proposal” as per rule 38 (1) single stage one envelope of PPRA Rules 2014 bidding Procedure.

18.2 The envelopes shall:

(a) Be addressed to the following address:

Acting Manager Procurement & Contracts
Sialkot Waste Management Company
2nd Floor, Sharif Plaza, Paris Road, Sialkot
092-52-9250624
Email: swmc.procurementdept@gmail.com

(b) Borne the following identification:

Bid for “HIRING OF OPERATIONAL MACHINERY ON RENT BASIS”

DO NOT OPEN BEFORE **MARCH 3rd, 2021**.

18.3 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”.

18.4 Fax bid will not be entertained.

19. **Deadline for Submission of Bid**

19.1 The original bid must be received by the Client at the address specified in Clause 18.2 by **11.00 am** hours on **MARCH 3rd, 2021**.

19.2 The Client may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 9, 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.

20. **Late Bid**
20.1 The bid received by the Client after the deadline for submission of bid prescribed by the Client, pursuant to Clause 19, will be rejected and returned unopened to the bidder.

21. **Modification and Withdrawal of Bid**

21.1 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.

21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18. 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.

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

21.4 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.

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**OPENING AND EVALUATION OF BID**

22. **Opening of Bid**

22.1 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 19.1, at the office of the Client, given in Clause 18.2 (a). The bidder’s representatives who are present shall sign a register evidencing their attendance.

22.2 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.

23. **Clarification of Bid**

23.1 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.

24. **Determination of Responsiveness of Bid**

24.1 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 Stipulations to Bid;
(f) Meets the rate and limit of liquidated damages as specified in Schedule A Special Stipulations 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;
(j) 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 Machinery; 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.

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

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

24.4 The Purchaser may waive any minor informality or non-conformity or irregularity in the bid.

24.5 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 item / equipment 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 each item / equipment, shown in the Price Schedule for each item / equipment, will govern unless the Bid Contains a specific statement confirming the total individual Bid Price of each item / equipment.
(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 item / equipment vis-à-vis addition of each item / equipment, 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 item / equipment: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total individual Bid Price for each item / equipment.

25. Evaluation and Comparison of Bids

The Client will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24, as stated hereinafter.

25.1. 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 item / equipment wise. The offer/ contract will be awarded to those Bidders who's corrected and evaluated Bid Price for each item/machinery is the lowest.

25.2. 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. Correction of arithmetical errors as stated in Clause 24.5. 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 Stipulations to Bid, no credit will be given. 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. The bidder may state alternate payment terms and indicate the reduction in bid price that wish to offer for such alternative payment terms. The Client may consider the alternative payment terms offered by the bidder.

26. Contacting the Purchaser

26.1 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.

27. Purchaser Right to Accept the Bid or Reject the Bid

27.1 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
incurs any liability to the bidder or any obligation to inform the bidder of the grounds for the Client’s action.

AWARD OF CONTRACT

28. Post-qualification and Award Criteria

28.1 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.

28.2 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.

28.3 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 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.

29. Client’s Right to Vary Quantities at Time of Award

29.1 The Client reserves the right at the time of award of Contract to decrease the quantity of Service/Machinery specified in the Bid Forms, without any change in unit prices or other terms and conditions.

30. Notification of Contract Award

30.1 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.

30.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 32 below.

31. Signing of Contract

31.1 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.

31.2 Within Seven (07) days of the receipt of such Contract Form, the bidder shall sign and date the Contract and return it to the Client.
32. **Performance Security**

The bidder shall furnish the performance security at the time of signing of contract, in accordance with the Conditions of Contract, in the performance security Form provided in the bidding documents or another form acceptable to the Client.

**ADDITIONAL INSTRUCTIONS**

33. **Instructions to Assist the Bidder**

33.1 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.

34. **Income Tax & General Sales Tax**

34.1 The bidder may make inquiries on income tax to the concerned authorities of Income Tax and (If Applicable) General Sales Tax Department, Government of Pakistan.

35. **Basic Eligibility Criteria**

Eligibility of the bidder shall be checked on the basis of following documents;

a) Copy of registration with income tax department.

b) Copy of registration with sales tax department.

c) Affidavit on legal paper that firm is not black listed.

d) 1 year’s Bank Statement showing 1 year’s business transaction experience.

e) Professional Tax Certificate.

36. **Delivery Period**

The lowest bidder will be bound to deliver the Machinery within 07 working days after issuance of Award Letter.

37. **Sign & Stamp**

Bidder is required to sign & stamp every page of the bid document along with signature at the required pages and returned with bid. In case of overwriting / cutting, the bidder must sign and stamp on it.

38. **Framework Contract**

i. Among technically/Mandatory responsive bidders the bidder with lowest financial proposal / bid will be awarded the contract under framework contract (Rule No-15 PPRA).

ii. Frame work contract will be up to duration mentioned in schedule- B, starting from date of work order issuance 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/service over a specific period against an agreed sum or rate per item or lump sum. However, SWMC
reserves the right to reduce the quantity of items or goods mentioned in schedule B at the time of issuance of Award Letter.

iii. The lowest bidder will bound to delivery items as specified in Schedule A- Special Stipulations. The purchase order /supply order will be issued time to time bases as per requirement of procuring agency within the framework contract period.

**BID FORM**

To:

Managing Director  
Sialkot Waste Management Company (SWMC)  
2nd floor, Sharif Plaza, Paris Road, Sialkot.

Having examined the bidding documents no. ______, the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to supply, deliver in conformity with the said bidding documents for the Total individual Bid Price for each item / equipment.

*Note:*

- Rates quoted for the following machinery should be as per requirement mentioned in Bidding Document.
- Sundays are not included in duration. The machinery will not be used on Sundays and respectively the payments will also not be claimed against Sundays.
- All repair & maintenance against all items will be borne by Contractor.
- The quoted price must be inclusive of PRA. Sales Tax & other applicable taxes.
- Work will be awarded to the bidder who will be lowest for each category.

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<th>Unit</th>
<th>Duration</th>
<th>Qty</th>
<th>Other Requirements</th>
<th>Specs</th>
<th>Unit Price (Rs.) with Taxes</th>
<th>Total Price (Rs.) with Taxes</th>
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<tr>
<td>1</td>
<td>Tractor With Trolley</td>
<td>Days</td>
<td>60 days max</td>
<td>15</td>
<td>Without driver/operator &amp; fuel, but including repair, maintenance &amp; changing of lubricating oil.</td>
<td>Shall have a carrying capacity of 2-2.5 tons of waste approx</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Tractor with Bucket</td>
<td>Days</td>
<td>60 days max</td>
<td>06</td>
<td>Without driver/operator &amp; fuel, but including repair, maintenance &amp; changing of lubricating oil.</td>
<td>Shall have Max. Engine power @ 2,200 rpm 75hp to 85hp</td>
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<td>3</td>
<td>Trallas</td>
<td>Days</td>
<td>60 days maximum excluding Sundays</td>
<td>02</td>
<td>All kinds of repair, maintenance to be borne by the contractor</td>
<td>Shall have a carrying capacity of 2-2.5 tons of waste approx</td>
<td></td>
<td></td>
</tr>
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**Total Amount inclusive Taxes**

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our above stated individual Bids for any or more items / equipment(s) is accepted, to complete the Works in accordance with the Contract Execution Schedule provided in the Schedule A Special Stipulations to Bid.

If our Bids for items / equipment’s are accepted, we will provide the performance security in the sum equivalent to **5 percent** of the Contract Price, for the due performance of the Contract.

We agree to abide by this Bid for the period of sixty (60) days from the date fixed for bid opening pursuant to Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this____________day of _____________2021.

----------------------------------
Bidder Signature Along With Seal

**WITNESS**

Signature ------------------------ Signature ------------------------
Name----------------------------- Name-----------------------------
Title: ---------------------------- Title: ----------------------------
Address: ------------------------- Address: -------------------------

Page 15 of 34
**SCHEDULE –A: SPECIAL STIPULATIONS**

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

1. **Amount of Performance Security**  
   **Clause of Conditions of Contract**: 7.1 & 7.4  
   The selected firm will have to deposit 05\% Performance Security in the form of bank guarantee/CDR at the time of signing of contract. This amount will be returned to the firm upon satisfactory Services Completion period signed by Operation’s Dept. of SWMC.

2. **Contract Execution Schedule**  
   **Within 07 days after Bid acceptance Letter.**

3. **Time within which payment shall be made.**  
   **As specified in SCC .**
   
   a) **Liquidated damages for delayed delivery of Service part thereof.**  
      **23**  
      0.1 \% of the contract price of the delayed or service per day or part thereof.
   
   b) **Limit of Liquidated Damages**  
      **23**  
      Not to exceed in the aggregate ten percent (10\%) of the contract amount.
   
   c) **Delivery Period**  
      **Within 7 Days after the issuance of Award Letter.**
1. The total Bid Price shall include all **Taxes & Duties and Charges** up to the delivery point and other services to be provided under the Contract.

*Note:*
- Rates quoted for the following machinery should be as per requirement mentioned in Bidding Document.
- Sundays are not included in duration. The machinery will not be used on Sundays and respectively the payments will also not be claimed against Sundays.
- All repair & maintenance against all items will be borne by Contractor.
- The quoted price must be inclusive of PRA. Sales Tax & other applicable taxes.
- Work will be awarded to the bidder who will be lowest for each category.

<table>
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<tr>
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<th>Duration</th>
<th>Qty</th>
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<td>Shall have Max. Engine power @ 2,200 rpm 75hp to 85hp</td>
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<td>Days</td>
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**Total Amount inclusive Taxes**

Signature and Stamp of Bidder ____________________________
BID SECURITY FORM

The Total Bid Price amounting to Rs._____________ in shape of “Call Deposit Receipt” of the Bank (Name)____________________ is attached in accordance with Clause 15 of the Instruction to Bidder for the supply of following Items / Equipments.

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Total Amount inclusive Taxes

Signature and Stamp of Bidder____________________
PERFORMANCE SECURITY FORM

To:
Sialkot Waste Management Company (SWMC)
2nd Floor Sharif Plaza, Paris Road, Sialkot

WHEREAS (Name of the Contractor)

hereinafter called "the Contractor" has undertaken, in pursuance of "Invitation to Bids / Short Tender", Procurement of following Equipment,
1. (Hiring of Operational Machinery on Rent Basis)
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 recognized 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 _______, 20___, of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature__________________________________

Name_____________________________________

Title _____________________________________

Address___________________________________

____________________________________________________________________________

Seal______________________________________

* write Nil for the item not Quoted for Rate

Signature& Stamp of Bidder __________________________
Dated: -------------------

**CONTRACT AGREEMENT**

THIS CONTRACT made the ------------------ , between M/s Sialkot Waste Management Company, Sialkot (hereafter “the Purchaser”) of the one part and --------- ------------------ (hereinafter “the Contractor”) of the other part.

WHEREAS the Purchaser invited bids for **Hiring of Operational Machinery on Rent Basis for SWMC** (hereafter “the Goods/Services”) detail as under;

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**Total Amount inclusive Taxes**

and has accepted a bid by the Contractor for the Services.

The purchaser may terminate the Contract agreement by a written notice of **Seven (07) days** to the service firm/Contractor.

**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 Stipulations
       - Schedule B Price Schedule

   (c) **The Conditions of Contract**;
(d) Post Bid Clarification (in case, if any)

2. 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 provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Purchaser 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

(PURCHASER)

Signature: __________________________
Name: ____________________________
Designation: _______________________

WITNESS

(CONTRACTOR)

Signature: _________________________
Name: ____________________________
Designation: -------------------------

Signature: _________________________
Name: ____________________________
Designation: -------------------------
Part-I
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.

(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 equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.

(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract.

(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/Services, 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.

(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. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in eligible member countries.

3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Contractor.

4. Standards

4.1 The Goods / Services supplied under this Contract shall conform to the standards mentioned in the invitation to bid & instruction to bidders, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 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.

5.2 The Contractor shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the 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.

5.4 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.

6. Patent Rights

6.1 The Contractor shall indemnify the Purchaser against all
third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

7. **Performance Security**

7.1 Within time as decided & advised by Purchaser of receipt of the Letter of Acceptance from the Purchaser, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in the Schedule A Special Stipulations to Bid.

7.2 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. 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.

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

(a) a cashier's or certified check / CDR.

7.4 The performance security as a whole 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 or defect liability period obligations.

8. **Inspections and Tests**

8.1 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.

8.2 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.

8.3 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.

8.5 Nothing in GCC Clause 8 shall in any way release the
Contractor from any warranty or other obligations under this Contract.

9. Packing
9.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme conditions during transit, and open storage.

10. Delivery and Documents
10.1 Delivery of the Goods/Services shall be made by the Contractor as mentioned in SCC.

10.2 Documents to be submitted by the Contractor are specified in SCC.

11. Insurance
11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller’s responsibility.

12. Transportation
12.1 The Contractor is required under the Contract to transport the Goods to a specified place of destination within the Purchaser’s country, transport to such place of destination in the Purchaser’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Contractor, and related costs shall be included in the Contract Price.

13. Incidental Services
13.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract.

13.2 Prices charged by the Contractor for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Contractor for similar services.

14. Spare Parts
14.1 The Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
(a) such spare parts as the Purchaser may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

15.1 The Contractor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser’s specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for four (04) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

15.3 The Purchaser shall promptly notify the Contractor in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Contractor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

15.5 If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Contractor’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Contractor under the Contract.

16. **Payment**

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

16.2 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 pursuant to GCC Clause 10, and upon
fulfillment of other obligations stipulated in the Contract.

16.3 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.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Contractor for Goods delivered and
Services performed under the Contract shall not vary from the prices
quoted by the Contractor in its bid, with the exception of any price
adjustments authorized in SCC or in the Purchaser’s request for bid
validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to
the Contractor pursuant to GCC Clause 31, make changes within the
general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be
furnished under the Contract are to be specifically manufactured for
the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the services to be provided by the Contractor.

18.2 If any such change causes an increase or decrease in the cost
of, or the time required for, the Contractor’s performance of any
provisions under the Contract, an equitable adjustment shall be
made in the Contract Price or delivery schedule, or both, and the
Contract shall accordingly be amended. Any claims by the
Contractor for adjustment under this clause must be asserted within
thirty (30) days from the date of the Contractor’s receipt of the
Purchaser’s change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of
the terms of the Contract shall be made except by written
amendment signed by the parties.

20. Assignment

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

21. Subcontracts

21.1 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.
21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Contractor’s Performance

22.1 Delivery of the Goods shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in Bidding Documents Schedule – A Special Stipulation.

22.2 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.

22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the 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 24.

24. Termination for Default

24.1 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 22; 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.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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 terminated.

25. **Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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.

25.2 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.

25.3 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.

26. **Termination for Insolvency**

26.1 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.

27. Termination for Convenience

27.1 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.

27.2 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.

28. Resolution of Disputes

28.1 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.

28.2 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.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

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

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party’s address specified in SCC.
31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

32. **Taxes and Duties**

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

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**Part-II**

**Draft - Special Conditions of Contract**

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

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

GCC 1.1 (g)—The Purchaser is: [Sialkot Waste Management Company (SWMC)- 2nd Floor, Sharif Plaza, Paris Road, Sialkot ]

GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan

GCC 1.1 (i)—The Contractor is: [ ]

GCC 1.1 (j)—The Project Site is: [Sialkot]

2. **Standards (GCC Clause 4)**

4.1 The Goods/Service supplied under this contract shall conform to the requirements mentioned in table present in bid form and Schedule B- Price Bid.

3. **Performance Security (GCC Clause 7)**

GCC 7.1 & 7.4 — as per Schedule – A: Special Stipulation of bidding Document.

4. **Inspections and / or Tests (GCC Clause 8)**

GCC 8.6— as per the requirements mentioned in table given in Bid Form and Schedule B: Bid Price and as per satisfaction of Head Operation’s dept. SWMC.

5. **Packing (GCC Clause 9)**
GCC 9.1 – Not Applicable

6. **Delivery and Documents (GCC Clause 10)**

GCC 10.1— Delivery of the Goods/ Services shall be made by the Contractor as per instructions of Head Operation’s Department – SWMC.

GCC 10.2— upon monthly completion of job/service to process the invoice the Contractor must submit satisfaction report for period mentioned in invoice, duly signed by concerned operations department person of SWMC.

6. **Insurance (GCC Clause 11)**

GCC 11.1— The Goods / Service supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller’s responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.

7. **Spare Parts (GCC Clause 14)**

GCC 14 — Not applicable.

8. **Warranty (GCC Clause 15)**

GCC 15.1— The Contractor warrants that the rental machinery supplied under the Contract are in good service condition and fulfills purchaser’s requirements. The Purchaser have right to accept or reject rental machinery if it is not up to purchaser’s satisfaction.

GCC 15.2— this warranty shall remain valid until the specified period of services mentioned in contract form.

(a) Make such changes, modifications, and/or additions to the Goods/Service or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages as specified in Special Stipulations, Schedule A of bidding document.

or

(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of;
minor defects in the warranty period is 2 days after notifying the Contractor in written. In case if Contractor will not provide any machinery continuously more than 7 days then purchaser may impose liquidity damages as defined in schedule A of bidding documents.

& the period for correction of major defects in the warranty period is 7 days after notifying the Contractor in written. In case if Contractor will not provide any machinery continuously more than 14 days then purchaser may impose liquidity damages as defined in schedule A of bidding documents.

9. Payment (GCC Clause 16)

GCC 16.1—the method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

(i) Payment will be made on monthly basis after successful completion of Job/Service.
(ii) After monthly completion of Job/service the Contractor will generate an invoice.
(iii) Operations Dept.- SWMC counter verify the invoice and usage of machinery claimed by Contractor.
(iv) The payments will be made only to those machinery/service which will be hired, in custody of SWMC and fit for use in accordance with unit rate agreed.
(v) The hiring duration mentioned in bid forms has not included Sundays, therefore on Sundays no machinery will be used by SWMC and no payments will be made against Sundays.
(vi) The payment duration will be as per PPRA rules- 2014.

10. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: Fixed.

11. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: as defined in Schedule-A: Special Stipulation of bidding document.

12. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

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

13. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

14. Applicable Law (GCC Clause 30)
GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- The Employment of Children (ECA) Act 1991
- The Bonded Labour System (Abolition) Act of 1992

15. Notices (GCC Clause 31)

GCC 31.1—Purchaser’s address for notice purposes – Office of Managing Director, Sialkot Waste Management Company, 2nd Floor, Sharif Plaza, Paris Road, Sialkot.

—Contractor’s address for notice purposes: [ ].