

**HOUSING, URBAN DEVELOPMENT & PUBLIC HEALTH ENGINEERING
DEPARTMENT (HUD&PHED), GOVERNMENT OF PUNJAB**

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Date: September 15, 2016

Addendum No.02/2016

**Subject: BIDDING DOCUMENT FOR FRAMEWORK CONTRACT REGARDING
PROCUREMENT OF CONSUMER WATER METERS BY 05 WASAs OF
PUNJAB –Addendum.**

Gentlemen,

In continuous to our Addendum No.01/2016 dated September 01, 2016, we for the sake of clarity/consistency and prudence give in to the subject addendum as follows. Other things shall remain the same.

- 1) Read the penultimate sentence of Preface as, "Letter of Acceptance and Framework Contract will be concluded by the HUD&PHE Department" instead of, "Letter of Acceptance for Framework Contract will be concluded by the HUD&PHE Department."
- 2) In IB 12.1(i), the, "Letter of Bid" is replaced by, "Letters of Bid (both financial and Technical)".
- 3) In IB 12.3, replace the words, "Evaluation Criteria" with, "Evaluation and Qualification Criteria (EQC)" and add the word, "the Bidder" after comma. For ready reference the IB 12.3 is substituted with, "If the bidder fails to provide and/or comply with the mandatory requirements under Section III, "Evaluation and Qualification Criteria", the Bidder will be disqualified by the Employer".
- 4) In IB 19.1 read "IB 27" as "IB 28", i. e., IB 27 is substitute by IB 28 only in this IB for the sake of information regarding Bid opening.
- 5) Delete IB 24.1(iv) (d) and substitute it with "IB 24.1(iv) (d) the lowest evaluated bidder(s), evaluated as per IB 13 and/or letter of financial bid, shall be awarded the Framework Contract(s)".
- 6) In IB 26.1 substitute IB 24 with IB 25.
- 7) In IB 28.2 the words "Bid Price" is deleted. The adjusted IB 28.2 becomes, "The Bidder's name, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids."
- 8) IB 28.3 (at its indicated place)) is deleted (being duplicate and out of sequence).Its new number is IB 28.4 which reads, "The financial bids of only technically qualified bidders will be opened on the date and venue mentioned in the letter of Invitation for Bids".
- 9) The IB 28.4 is renumbered as IB 28.3 and the words "Bid Price" are deleted. The new IB 28.3 reads "The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder ~~the Bid Price~~ and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 10) In IB 38.1 after the words, "IB-13" add the terms, "and/or preamble to Price Schedules in Financial Bid" within brackets.

- 11) IB 40.1 is reworded to make it consistent with left of the IBs. The reworded IB 40.1 is, "Letter of Acceptance **and** Framework Contract will be concluded by the HUD&PHE Department. For this purpose the Employer (HUD&PHED) will notify (Issue LOA) the successful lowest evaluated Bidder or Bidders for award of Framework Contract(s) and the Framework Contract(s) shall be concluded after the fulfillment of all prerequisites (IBs 40.2 to IBs. 40.4 and IB 42) . The same will be circulated to all Water and Sanitation Agencies (WASAs) of Punjab for subsequent Contract agreement and issuance of Purchase Order(s) to successful Bidder or Bidders strictly in accordance with rates finalized by HUD&PHE Department in line with all prescribed legal and codal formalities".
- 12) IB 40.3 is deleted and substituted as. "The notification of award (issuing of LOA) by the Employer and its acceptance by the Bidder(s) will constitute the binding between the Employer and the Bidder of its terms and conditions until the formal Framework Contract is signed between the Employer and the Bidder".
- 13) Add the words, "to the Employer" after Guarantee in IB 40.4
- 14) IB 41.1. Delete the IB and substitute it with, "The successful Bidder shall furnish to the Employer and Purchaser a Performance Security, in the form and the amount stipulated in the Conditions of Contract in case of Framework contract and as agreed with purchaser in case of contract with purchaser, within a period of 15 days after the receipt of LOA or Purchase Order whichever is applicable for the signing of Framework Contract Agreement with the Employer or the Contract Agreement with the purchaser respectively."
- 15) IB 42.1 is deleted and substituted by. "After the issuance of LOA(s) by the Employer, its acceptance by the Bidder(s) and submission of Performance Security, as stipulated in Conditions of Contract, by the Bidder(s), the Framework Contract Agreement shall be signed between the Employer and the Supplier(s) and its copy shall be issued to all WASAs."
- 16) BID DATA SHEET; the information referred in IBs to BDS, but missing in BDS may be sought in Invitation for BIDS and/or in Addenda.
- 17) Employer's Requirements; the words, "and static" from the penultimate line stand deleted.
- 18) The last words, "Shown below" in Part 3 Section VII, (penultimate page of tables of clauses of General Conditions) are deleted.
- 19) Particular Conditions GC1.1(c) ii: Delete the words "Letter of Tender" and substitute it with "Letters of Bid (both technical and financial)"
- 20) The formula in PC 1.1(e) for "Contract Price" is deleted and substituted as, "The Contract Price for the successful Bidder(s) will be = Sum of [(The Lowest evaluated Unit Price for a particular item(s) x Tentative Quantity for that particular item(s) meeting the specifications as mentioned in Section VI (Employer's Requirements and Section IVB Bid Forms for Price Schedules)], following the principles laid in preamble to Price Schedules.
- 21) GC 6 (Joint Venture or Consortium) is deleted.
- 22) Additional Clause PC1: Delete this additional Particular Condition being duplicate of GC 1.1(c) i
- 23) Additional Clause PC 3; add the word "WASA" after the word respective in third line from top in this sub-clause.

- 24) Additional Clause PC4: Replace the opening phrase “the Employer” with “the Purchaser” and the “Contractor” with “Supplier”. Delete the 2nd para of this clause and replace it as,” *Dispute, if any, between the “Purchaser” and the “Supplier” be resolved as per PC(against GC. 9.2) 9.2 above*”
- 25) *Delete the additional Particular Clause PC-5.*
- 26) The Title “Draft Framework Contract form” is replaced with “**Framework Contract Agreement**”;
- 27) In Para 1 of “Framework Contract Agreement” the numbers i, ii...etc. are readjusted/reworded for accommodating the above points and also for the sake of prudence.

1. The Framework Contract:

The following documents are the integral part of the Framework Contract. In case of any conflict between different Contract Documents, the priority shall be as follows:

- i. *This Framework Contract Agreement and Appendices hereto, if any.*
 - ii. *Letter of acceptance*
 - iii. *Letters of Financial and Technical Bids including completed Forms(technical and financial) and any annexed/appended memoranda and Addenda*
 - iv. *Particular Conditioners of framework Contract*
 - v. *General Conditions of Framework Contract*
 - vi. *Performance Securities, both in Framework Contract and the individual Contract(s) Agreements between the purchaser and the Supplier, shall be in the form of Bank Guarantees, specified in Conditions of Contracts..*
 - vii. *Any other documents shall be added here.*
- 28) Para 2(interpretation) is deleted and replaced as, “In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Particular and General Conditions of this Contract hereinafter referred to as “Framework Contract”.
 - 29) Para 5 (i) of Framework Contract Agreement is deleted and substituted as,” The Supplier shall provide to the respective WASA the items on the agreed rates/ costs more specifically described in the Price Schedule Submitted by the Bidder following the Letter of Financial Bid and preamble to Price Schedules”.
 - 30) Para 5iii is amended as. “The Unit Cost agreed in the Price Schedule following the letter of Financial bid and conveyed via LOA, is inclusive of all taxation and costs associated with transportation and other incidental costs.
 - 31) In para 6(payment) the words,” and evaluated by the Employer” is added in forth line from bottom after the word Supplier.
 - 32) In para nine(9) the words “the notification of award” is deleted and replaced with “of the issuance of letter of Acceptance (LOA) for”
 - 33) In para 11 “Purchaser” is replaced with “Employer”
 - 34) Annex A. Title, “**NOTIFICATION OF AWARD/ ADVANCE ACCEPTANCE OF TENDER FOR FRAMEWORK CONTRACT FOR CONSUMER WATER METERS**” is replaced with, **Letter of Acceptance**” and the Subject is replaced with, “ **Letter of Acceptance for Framework Contract Agreement**”

Please acknowledge the receipt of this addendum

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