



Karachi Water & Sewerage Board

Bidding Document

FOR

**ANNUAL RATE CONTRACT FOR THE YEAR 2014-15
FOR MONTHLY PRINTING OF RETAIL & BULK BILLS
OF KW&SB'S CONSUMERS AND OTHER MIS
SERVICES THROUGH SOFTWARE DESIGNED IN SQL
DATA BASE SERVER HAVING XP OPERATING
SYSTEM, AT KW&SB 9th MILE.**

(August, 2014)

Cost Rs.3,000/-

SUMMARY OF CONTENTS

Subject	Page Nos.
(I) INVITATION FOR BIDS_____	02
(II) INSTRUCTIONS TO BIDDERS & BIDDING DATA_____	09
(III) FORM OF BID & SCHEDULES TO BID_____	26
(IV) CONDITIONS OF CONTRACT & CONTRACT DATA_____	37
(V) STANDARD FORMS_____	53

INVITATION FOR BIDS

(For clarification / information relating to any aspect of this document please contact to:

1) Mr.Muhammad Aslam

Deputy Managing Director (RRG)

Karachi Water & Sewerage Board

Revenue Secretariat, Blok "A" 9th Mile Karsaz

Telephone No. (021) 99245142

2) Mr. Mairajuddin

Director (Information Technology)

Karachi Water & Sewerage Board.

Third Floor, Room No.372, KBCA Building, behind Civic Centre, Gulshan-e-Iqbal Karachi.

Telephone No. (021)99231460

Fax No. (021)99231459

KARACHI WATER & SEWERAGE BOARD

Dy. Managing Director (RRG)

Revenue Secretariat , Block “A” 9th Mile Karsaz (Telephone No. (021) 99245142

INVITATION OF TENDER NOTICE ON ANNUAL RATE CONTRACT BASIS FOR (2014-2015)

Sealed item rate tenders under method of notification Rule-17(2) and procurement Procedure under Rule 46 (1) of SPPR-2010 (**Single Stage One-envelope Procedure**) are invited on the prescribed forms from the reputable local Firms / Suppliers / J.V for the work mentioned below.

Sr. Nr.	Description	Estimated Cost	Bid Security	Tender Cost
1	ANNUAL RATE CONTRACT FOR THE YEAR 2014-15 FOR MONTHLY PRINTING OF RETAIL & BULK BILLS OF KW&SB'S CONSUMERS AND OTHER MIS SERVICES THROUGH SOFTWARE DESIGNED IN SQL DATA BASE SERVER HAVING XP OPERATING SYSTEM, AT KW&SB 9 th MILE KARSAZ.	Item Rate	1 % of the Bid Amount in Shape of Pay Order / Demand Draft/Bank Guarantee from Schedule Bank of Pakistan in favour of M/s KW&SB.	RS.3000/- (Not refundable) in shape of Pay order in favour of M/S.KW&SB
2	Scope of Work.	<ul style="list-style-type: none"> (i) Supply of Pre-printed Stationery & Printing of retail & bulk consumers water charges bills. (ii) Running & updating the (25) Customers Centers located at different areas of Karachi on monthly basis. (iii) Maintenance of Software, Hardware, Networking & Transfer of Data relates to printing of bills to Main IT Section. (iv) Preparation of detail MIS Reports of retail & bulk consumers. 		
3	Eligibility criteria of Firm	<ul style="list-style-type: none"> (i) List of relevant Experience One year for maintenance of Software/Hardware & Printing capability of Bills approximately 1.1 million per month, also knowledge of IRS system or similar system. (ii) Financial Capability-Annual Turn over 10 million (Financial Statement last three Years) (iii) List of litigation with their out comes. (iv) Affidavit that firm has not been black listed. (v) Income tax registration. (vi) Sales Tax Registration. (vii) I.T related Personnel: (Curriculum Vitae may be submitted at the time of submission of bid). <p style="text-align: center;"><u>Personnel Information</u></p> <ul style="list-style-type: none"> (a) Manager (1x12)/MSC/MCS/M.E with three years experience. (b) Programmer (2x12)/BCS/BS with two years experience. (c) Computer Operator (2x12)/B.Com/Bsc/BCS with two years experience. 		
	Tender Schedule	Date & Time	Venue	
4	Issuance of Bid Document.	w.e.f 1st publication upto one hour before opening of Bids on 28-8-2014 during working day & hours	<ul style="list-style-type: none"> (i) A.O (Revenue) 1st Floor, Room No.211, Annex Building behind Civic Centre AND (ii) Director I.T 3rd Floor Room No.372 Annex Building behind Civic Centre. 	
5	Submission of Bid Documents.	On 28-08-2014 At 02:00 P.M.	Tender will be received and opened by the Convener Procurement Committee-I, in the office of the Chief Engineer (IPD), KW&SB situated at Block “B” 9 th Mile, Karsaz, Shah rah-e-Faisal, Karachi.	
6	Opening of Bid.	On 28-08-2014 At 02:30 P.M.		

Terms & Conditions:

1. The Bidding document will be issued on production of (i) Written application to Director I.T, KW&SB (ii) attested copy C.N.I.C (iii) Authorization Letter to collect the documents.
2. In case, due to any reason, no bid is received on the date of submission and opening, the next date of submission / opening will be 15-9-2014 at the same time and venue as mentioned above and the bidding document will be available for sale before one hour till opening of bids during working day & office hours.
3. In case of undesirable circumstances arise or if govt. declares holiday on submission and opening of Bid, the bid shall be submitted / opened on next working days at the same time & venue.
4. Late submission of bids will not be entertained.
5. Blacklisted firms / suppliers shall not be entertained.
6. The Bid which do not fulfill the terms and conditions will not be entertained.
7. The procuring Agency may accept or reject all or any bid subject to relevant provision of SPPR-2010.
8. The Biding Documents can be downloaded from SPPRA's Web sites: www.pprasindh.gov.pk and www.kwsb.gos.pk.
9. For any further Information, please contact DMD(RRG) on Phone 012-99245142 /Director I.T (KW&SB, Phone No.99231460 and Fax No.99231459)

FIRM ORGANIZATIONAL STRUCTURE.

(To be filled in by the Firm)

Name of Firm _____
(For Sole Proprietor)

Name of proprietor _____ CNIC No. _____

Official Address _____

Postal Address _____

Lane No. (i) _____ (ii) _____ (iii) _____

Fax No. _____ Email address _____ Web address _____

Cell No. _____

For Joint Venture / Consortium:

(Please attach original Power of attorney by legally authorized signatories of all the joint venture partners.)

Name of Firms (i) _____.

(ii) _____.

(iii) _____.

Leading Firm of J.V { _____ }

(Legally nominated as In-charge of the Joint venture partners)

(Detail of J.Vs)

1) Firm(s) Name _____ CNIC No. _____

Postal Address of Firm. _____

LAN No: _____ Cell No: _____ Facsimile No: _____

Email Address. _____ Web Address. _____

2) Firm(s) Name _____ CNIC No. _____

Postal Address of Firm. _____

LAN No: _____ Cell No: _____ Facsimile No: _____

Email Address. _____ Web Address. _____

3) Firm(s) Name _____ CNIC No. _____

Postal Address of Firm. _____

LAN No: _____ Cell No: _____ Facsimile No: _____

Email Address. _____ Web Address. _____

Name & Detail of authorized person of the Firm / J.V (for official's correspondence).

Name _____ CNIC No. _____.

Designation. _____.

LAN No: _____ Cell No: _____ Facsimile No: _____.

Official Postal Address _____

Email Address. _____.

Home Address. _____

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

INSTRUCTIONS TO BIDDERS

(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called — the **Karachi Water & Sewerage Board**) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as — **ANNUAL RATE CONTRACT FOR THE YEAR 2014-15 FOR MONTHLY PRINTING OF RETAIL & BULK BILLS OF KW&SB'S CONSUMERS AND OTHER MIS SERVICES THROUGH SOFTWARE DESIGNED IN SQL DATA BASE SERVER HAVING XP OPERATING SYSTEM AT KW&SB 9th MILE KARSAZ**”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources, which may be indicated accordingly in bidding data towards the cost of the contract.

1.3 Eligible Bidders

Bidding is open to all firms and persons meeting the following requirements:
(Detail of Evaluation Criteria (for Responsiveness) (To be filled in by the Firm).

- (i) List of relevant Experience One year for the maintenance of Software / Hardware & Printing capability of Bills approximately. 1.1 million per month, also knowledge of IRS system or similar system.

Years		Name of Deptt:/Office/Org	Cost of Work	Any Litigation	Evidences may be attached in support
2013-14	1				
	2				
	3				
2012-13	1				
	2				
	3				
2011-12	1				
	2				
	3				

(i) Financial Capability-Turn Over 10 Million (Financial Statement last (3) Three years):

Years	Turn Over	Bank Statement Attached	Audited Financial Statement	Evidences may be attached in support
2013-14				
2012-13				
2011-12				

(ii) List of Litigation with their outcomes.

(iii) Affidavit may be attached that Firm has not been Black Listed.

(iv) Income Tax Registration No.

(v) General Sales Tax No.

(vi) I.T Related Personnel

Curriculum vitae of the following personnel may please be attached separately.

Sr. Nr.	Personnel	Man-month	Qualification	Relevant Experience
1	Manager	1x12	M.Sc/MCS/M.E	Three Years
2	Programmer	2x12	BCS/BS	Two Years
3	Computer Operator	2X12	<u>B.Com/B.Sc/BCS</u>	Two Years

IB3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
1. Instructions to Bidders & Bidding Data.
 2. Form of Bid, Qualification Information & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 2. Conditions of Contract & Contract Data
 4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Integrity Pact;
 - (v) Form of Bank Guarantee for Advance Payment.
 5. Specifications
 6. Drawings, if any

IB.5 Clarification of Bidding Documents.

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Director (I.T) / D.M.D (RRG) / Procuring Agency at the Procuring Agency's address indicated in the aforesaid para and in the Bidding Data.
- 5.2 Any interested bidder, who has obtained bidding documents, may request for clarification of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
- (a) Offer /Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3. Bid Security furnished
 - (d) in accordance with IB.13. Power of Attorney in accordance with IB 14.5.
 - (e) Documentary evidence in accordance with IB.2(c) & IB.11
 - (f) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications.

- 11.1 Pursuant to Clause IB.8, 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.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as 1 **(one) % percent of bid price** stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the **M/s Karachi Water & Sewerage Board** valid for a period up to twenty eight (28) days beyond the bid validity date. (SPP Rule 37).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement or will be adjusted as part of retention money / security deposit/ performance security (SPP Rule 37 & clause 6.4 (d) of SPP Regulation).
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or

- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security or
 - (ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period of 90 days and extendable period as stipulated in clause 14.2 of the Bidding Data, after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding the original Bid Validity period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate
 - (e) the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (f) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the procuring Agency 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 price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.6 to 16.8, the Procuring Agency will determine the substantial responsiveness of each bid in accordance with the criteria laid down in the Notice Inviting Tender and at clause 1.3 of the Bidding Document. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.
- If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works.;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact to Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2(q);
- (i) —**Coercive Practice**|| means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) —**Collusive Practice**|| means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) —**Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **"Obstructive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).
- 19.3 Even when only one bid is submitted, the bidding process may be considered valid, if the bid was advertised in accordance with the rules, and prices are comparable to the prices of the last awarded contract or the market prices (Rule 48 of SPP Rule-2010)/

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (**Letter of Acceptance**) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of **0.30% of bid price** (or updated from time to time by the Govt of Pakistan) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

21.1 The successful bidder shall furnish to the Karachi Water & Sewerage Board /Procuring Agency a Performance Security @ 5 % of the amount stated in the Letter of Acceptance in the Form of Bank Guarantee Pay Order / Demand Draft from schedule Bank of Pakistan stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance **(SPP 39)**.

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.2 (a) Security Deposit

Procuring Agency will retain / deduct @ 5 % of the each interim / running payment due to the contractor until the completion of the whole work. The cumulative total of such amount will be 5(Five) % of the contract amount.

21.2 (b) Release of performance Security and Security Deposit.

Performance Security and Security Deposit will be released on completion of work , half the total amount retained is refunded to the contractor and half when the defect liability period has passed.

21.3 **Publication of Award of Contract:** within seven days of the award of contract, the procuring agency shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. **(SPP Rule-50)**

IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non- responsive **(SPP Rule 89)**.

BIDDING DATA

(This section should be filled in by the /Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Agency.

Karachi Water & Sewerage Board.

Brief Description of Works

- Supply of Pre-Printed Stationery & Printing of monthly Retail & Bulk consumer's water charges Bills.
- Running, updating along with internet facilities and on line connectivity through web of customers centers located in different places Karachi.
- Maintenance of Software, Hardware, Networking and transfer of data relates to printing of bills to main I.T Section.
- Wireless Net Working between different KW&SB offices.
- Technical support & maintenance of call Centers.
- Preparation of detail MIS Reports of retail & bulk consumers.

5.1 (a) Procuring Agency's address:

**Address: Dy. Managing Director (RRG), Revenue Secretariat,
Block-A, 9th Mile Karsaz, Shahrah-e-Faisal, Karachi.
Phone No.(021)99245142**

(b) Director I.T) :

**Address: Third Floor, Room NO.372, KBCA Building behind Civic
Centre Gulshan-e-Iqbal Karachi,
Telephone NO.(021)99231460
Fax No.(021)99231459.**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial and technical capability as laid down in the NIT and clause 1.3 of the bidding documents to perform the Contract as follows:

i. Financial capacity:

- *Must have annual turnover of Rs 10 Million or above.*

ii. Technical capacity:

- *Manager (1x2)/MSC/MCS/ME with three years experience.*
- *Programmer (2x12) /BCS/BS with two years experience.*
- *Computer Operator (2x12) /B.Com/B.sc.BCS with two years.*

- iii) **Experience.**
 - *Relevant experience one year for maintenance of Software/ Hardware & Printing capacity of Bills approximately 1.1 million per month also knowledge of IRS system or similar system.*
- iv) **List of litigation with their outcomes.**
- v) **Affidavit that firms has not been Black list.**
- vi) **Income tax No.**
- vii) **Sales Tax No.**

13.1 Amount of Bid Security

1 (One) % of Bid amount in shape of pay order /demand draft / bank guarantee from schedule bank of Pakistan in favour of M/s. Karachi Water & Sewerage Board, valid upto 28 days beyond the Bid Validity period.

14.1 Period of Bid Validity

90 (Ninety) Days, extendable not more than original Bid Validity period from the date of opening of the Bid.

14.4 Number of Copies of the Bid to be submitted:

One original.

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

Convenor, Procurement Committee –I, in the office of the Chief Engineer I.PD., KW&SB situated at Block “B” 9th Mile, Karsaz Sharah-rah-Faisal, Karachi.

15.1 Deadline for Submission of Bids

Time: 02:00 / PM on 28-08-2014_

16.1 Venue, Time, and Date of Bid Opening

Venue: Convenor, Procurement Committee –I, in the office of the Chief Engineer I.PD., KW&SB situated at Block “B” 9th Mile, Karsaz Sharah-rah-Faisal, Karachi.

Time: 02:30 / P.M. on 28-08-2014

16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- (ii) Completion period offered is (12) twelve months,
- (iii) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (iv) Bid does not deviate from basic technical requirements and
- (v) Bids are generally in order, etc.

16.5 Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID (LETTER OF OFFER)

Bid Reference No. _____

Annual Rate Contract for the year 2014-15 for Monthly Printing of Retail & Bulk Bills of KW&SB's Consumers and other MIS Services Through Software Designed in SQL Data Base Server having XP operating system at KW&SB 9th Mile Karsaz

To:

The Convenor, Procurement Committee –I,
office of the Chief Engineer I.P.D., KW&SB
situated at Block “B” 9th Mile, Karsaz Sharah-rah-Faisal, Karachi.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of _____ and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you _____
4. and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
5. We undertake, if our Bid is accepted, to commence the Works and to deliver and
6. complete the Works comprised in the Contract within the time(s) stated in Contract Data.
7. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
8. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

9. We understand that you are not bound to accept the lowest or any bid you may receive.
10. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this 28th day of August, 2014 .

_____.

(Signature)

(in the capacity of authorized person to sign the bid on behalf of the Firm).

(Name of Bidder in Block Capitals)

(Seal)

Address _____

Witness: _____

(Signature)-----

Name: _____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	28
2.	Schedule of Prices.....	30

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 2.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

3. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

4. Units & Abbreviations

Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d'Unites (SI Units).

5. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5 Bid Prices

- 5.1 **Break-up of Bid Prices**
The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.
The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.
- 5.2 **Total Bid Price**
The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

SCHEDULE OF PRICES - SUMMARY OF BID PRICES

S.No	Description of Bill	Total of Bill (Amount in Pak Rs.)
1	Total of Bill No.1 (Running & Maintenance of Software & Supply of Pre-printed Stationery and Printing of Bills (Bulk & Retail Consumers), KW&SB	
2	Total of Bill No. 2 (Maintenance of Hardware)	
	Grand Total	

Issued by
Director (IT), KW&SB

I/We hereby quoted Bid Price Rupees _____

(in figure)

(Rupees _____.

(in words)

Bidder Signature with seal

KARACHI WATER & SEWERAGE BOARD

Dy. Managing Director (RRG)

BILL OF QUANTITIES

Estimated Amount: (on Item Rate Tender)

Issued to M/s _____.

Cost of Tender : Rs.3000/-

Date of Opening _____.

Book No:

Time Limit : **12 Months**

Receipt No: _____ Dated: _____.

Name of Work : **ANNUAL RATE CONTRACT FOR THE YEAR 2014-15 FOR MONTHLY PRINTING OF RETAIL & BULK BILLS OF KW&SB'S CONSUMERS AND OTHER MIS SERVICES THROUGH SOFTWARE DESIGNED IN SQL DATA BASE SERVER HAVING XP OPERATING SYSTEM, AT KW&SB 9th MILE KARSAZ.**

Bill No.1 >>> Running & Maintenance of Software & Supply of Pre-printed Stationery & Printing of Bills (Bulk & Retail) consumers of KW&SB.						
Item No.	Description	Quantity	Unit	Rate (Inclusive All Taxes)		Amount
				In Figure	In Words	
1	Running & Maintenance of Software designed in SQL server data base with front end visual basic having XP operating system installed successfully running on KW&SB server at Karzas for Retail Billing . Generating Retail Bills file using the above software for printing of bills. Supply of Pre-printed Stationery & Printing of data of Retail Consumers bills on actual basis. Size : A-4 Paper weight : 80 gram Colours : Four (11,25,000/PMx12=1,35,00,000)	1,35,00,000 Bills Maximum	Per bill			
2	Running & Maintenance of Software designed in SQL server data base with front end visual basic having XP operating system installed successfully running on KW&SB server at Karzas for Bulk Billing . Generating Bulk Bills file using the above software for printing of bills. Supply of Pre-printed Stationery & Printing of data of Bulk Consumers bills on actual basis. Size : A-4 Paper weight : 80 gram Colours : Two (8,500/PMx12=1,02,000)	1,02,000 Bills Maximum	Per bill			
3	Also Maintenance of Networking & Transfer of Data From Main IRS to IT section to Main IRS on Mutual agreed format on daily / monthly basis. Transfer calculated billing File to IT section Citibank and other collecting Banks. <u>Updating the (25) Customer Centre</u> located at different areas of Karachi on monthly basis, <u>approximately following 75 MIS Report</u> will be generated on demand as & when needed for the Management on A-4 size 70 gram paper. Complaint Management System Reports 7 Nos. Billing System Retail MIS Report 13 Nos. Billing System Bulk MIS Report 11 Nos. MIS for Senior Management Reports 40 Nos. Operational Reports 6 Nos. (11,33,500 X 12 = 1,36,02,000)	1,3602000 Consumers Maximum	Per consumer			
4	Cost of monthly Internet charges for 25 Customers Centre (2000/PM X 12 = 24000)	25 Centre	Per Centre			
Total Bid Price of Bill No.1 Rs. _____ (Rupees _____). (in figure) (in word) <p align="right">(Carry forward to summery)</p>						

Bill No.2 (Maintenance of Hardware)						
Item	Description	Quantity	Unit	Rate (Inclusive All Taxes)		Amount
				In Figure	In Words	
1	Maintenance of Hardware installed at different offices in KW&SB for maintaining call centre for bulk & retail consumers, the equipments are:- Estimated Quantity for One Month					
	i) Server (1 x 12)	12	Per unit			
	ii) FTP Server (PC) (1 x 12)	12	Per unit			
	iii) CPU (50 x 12)	600	Per unit			
	iv) Monitor (35 x 12)	420	Per unit			
	v) LCD (15 x 12)	180	Per unit			
	vi) Key Board (50 x 12)	600	Per unit			
	vii) Mouse (50 x 12)	600	Per unit			
	viii) UPS (22 x 12)	264	Per unit			
	ix) Stabilizer (20 x 12)	240	Per unit			
	x) Printers (40 x 12)	480	Per unit			
	xi) PABX (1 x 12)	12	Per unit			
	xii) Network Switch (15 x 12)	180	Per unit			
	xiii) Network cable	Lump Sum				
Total Bid Price of Bill No.2						
Rs. _____ (Rupees _____).						
(in figure)			(in word)			
(Carry forward to summery)						

SCHEDULE - B TO BID

SPECIFIC WORKS DATA

The Karachi Water & Sewerage Board is a service based consumers oriented organization responsible for production, transmission and distribution of potable water to the citizen of Karachi, managing sewerage system within the city to ensure hygienic environment.

In the year 1981, the Karachi Management Board (KWMB) was created and subsequently in 1996 a new Act called the Karachi Water & Sewerage Board Act-1996 was enforced through which a legal frame work was established for financial guidelines, delegation of powers to provide potable water and sewerage services to the citizens of Karachi.

Presently, Karachi Water & Sewerage Board collecting revenue on monthly basis from the bulk consumers around 8500 and retail consumers are 1125000.

To maintain the timely billing to the consumers Karachi Water & Sewerage Board invite open tenders from the capable proprietor on annual basis.

The salient futures of work intended to be executed are:

- (i) Supply of Pre-printed Stationery & Printing of retail & bulk consumers water charges bills.
- (ii) Running & updating the (25) Customers Centers located at different areas of Karachi on monthly basis.
- (iii) Maintenance of Software, Hardware, Networking & Transfer of Data relates to printing of bills to Main IT Section.
- (iv) Preparation of detail MIS Reports of retail & bulk consumers.

SCHEDULE - C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. <i>(attach evidence)</i>
--	--	---

Note:

- * *The Procuring Agency should decide whether to allow subcontracting or not. In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:*
 1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
 2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE - D TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

SCHEDULE - E TO BID

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

CONDITIONS OF CONTRACT

<i>Clause No</i>	<i>Description</i>	<i>Page No</i>
1.	General Provisions.....	40
2.	The Procuring Agency.....	42
3.	Engineer's/Procuring Agency's Representatives.....	42
4.	The Contractor.....	42
5.	Design by Contractor.....	43
6.	Procuring Agency's Risks.....	43
7.	Time for Completion.....	44
8.	Taking Over.....	45
9.	Remedying Defects.....	45
10.	Variations and Claims.....	46
11.	Contract Price And Payment.....	47
12.	Default.....	48
13.	Risks and Responsibilities.....	49
14.	Redressal of Grievances and settlement of Disputes.....	50
16.	Integrity Pact.....	51

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise.

The Contract

- 1.1.1 Contract|| means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 Specifications|| means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 Drawings|| means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 Procuring Agency|| means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 Contractor|| means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 Party|| means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 Commencement Date|| means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 Day|| means a calendar day.
- 1.1.9 Time for Completion|| means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 Cost|| means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 Contractor's Equipment|| means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 Country|| means the Islamic Republic of Pakistan.
- 1.1.13 Procuring Agency's Risks|| means those matters listed in Sub-Clause 6.1.
- 1.1.14 Force Majeure|| means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 Materials|| means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 Plant|| means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 Site|| means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 Variation|| means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 Works|| means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 Engineer|| means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time / Repeat Order.

Procurement of additional quantities of the item(s) needed by the Procuring Agency to meet out the requirement of the contract from the same contractor subject to cost of the additional quantities of Item(s) or amount of additional quantities shall not be exceed 15 % of the amount stated in the Letter of acceptance. Provided that for the extension the contractor is willing to supply goods or carry out additional work on the same price.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor.

b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and

- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

i) Within a period not exceeding seven (30) days from the date of submission of bill due to the contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

ii) The Procuring Agency will make deduction from each interim payment of the contractor the Income Tax at the rate prescribed by the government of Pakistan, Water Charges at the of ½ (Half) % or at the prevailing rates approved by the authority's of KW&SB.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

- i) If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.
- ii) If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES.

15.1 Mechanism for Redressal of Grievances.

In case any dispute arises between the Procuring Agency and the Bidder the matter may submit to the Complaint Redressal Committee, KW&SB and CRC, KW&SB shall resolved the complaint of the bidder in the guidelines laid down under Clause-31 & Rule-32 of SPP Rule-2010.

15.3 Arbitration

Any dispute not in contrary to Rule-33 of SPP Rule-2010 which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16.

INTEGRITY PACT

If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- b) terminate the Contract; and
- c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means
Karachi Water & Sewerage Board.

1.1.5 **The Contractor** means

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** _____ **days 365**
(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

i) **Mr.Waqar Hashmi**
D.M.D (RRG)
Revenue Secretariat, Block "A" 9th Mile Karsaz. (021)99245142.

ii) **Mr.Mairajuddin.**
Director I.T,
Karachi Water & Sewerage Board
Third Floor, Room No.372, KBCA Building behind Civic Centre, Gulshan-e-Iqbal
Karachi.

1.3 **Documents forming the Contract listed in the order of priority:**

- a) The Contract Agreement
- b) Letter of Acceptance
- c) The completed Form of Bid
- d) Contract Data
- e) Conditions of Contract
- f) The completed Schedules to Bid including Schedule of Prices
- g) The Specifications

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:** As above.

3.2 **Name and address of Engineer's/Procuring Agency's representative**
As above.

4.4 **Performance Security:**

5 (Five) % of amount stated in Letter of Acceptance.

Validity 90 days beyond the period of liquidity period.

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's as provided in the Formal Agreement.

7.2 **Programme:**

7.3 **Time for submission:** Within fourteen (14) days of the Commencement Date.

7.4 **Form of programme:** _____ *(Bar Chart/CPM/PERT or other)*

Amount payable due to failure to complete shall be 10 (Ten) % per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

9.1 **Period for remedying defects**
30 days.

10.2 (e) **Variation procedures:**
Day work rates _____
_____ (details)

11.2 (a) **Valuation of the Works:**

i) Lump sum price with bill of quantities _____ (details),

11.3 **Percentage of retention:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

Amount to be recovered : Income Tax & Water Charges or as per directives of Govt of Pakistan or authority's of KW&SB.

15.3 **Arbitration**

Place of Arbitration: Karachi (Pakistan)

STANDARD FORMS

- **BID SECURITY**
- **PERFORMANCE SECURITY**
- **CONTRACT AGREEMENT**
- **INTEGRITY PACT**
- **LETTER OF ACCEPTANCE**

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The Procuring Agency||) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. Signature

1.

2. Name _____

3. Title _____

Corporate Secretary (Seal)

2.

(Name, Title & Address)

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name

3. Title _

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the Agreement)) made on the ____ day of _____ 200 ____ between _____ (hereinafter called the Procuring Agency)) of the one part and _____ (hereinafter called the Contractor)) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Letter of Acceptance;
 - b) The completed Form of Bid along with Schedules to Bid;
 - c) Conditions of Contract & Contract Data;
 - d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - e) The Specifications; and
 - f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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 Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY CONTRACTORS
(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. _____ Dated _____
Contract Value: _____ Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
[Procuring Agency]

[Contractor]

Letter of Acceptance

To,

Subject:

This is to notify you that your Bid Dated_____ for execution of the _____ **name of the contract and identification number, as given in the Contract Data** [at the percentage_____ above /below/ par on the items of Schedule of Rates (CSR) in case of B-I agreement]. For the Accepted Contract Amount of the equivalent of _____ **amount in number and words and name of currency**_____ as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for the Purpose the **Performance Security Form** included in bidding document and **sign the contract agreement** attached herewith within stipulated time mentioned above.

Authorized Signature:_____.

Name and Title of Signatory:_____.

Name of Agency:_____.