



Karachi Water & Sewerage Board

TENDER DOCUMENT (Two Stage Bidding Procedure)

For the project

**“DEVELOPMENT OF APPLICATION SOFTWARE ALONGWITH
SYSTEM REVAMPING OF KW&SB’S I.T DEPARTMENT”**

(December, 2016)

Cost Rs. 3000/-

THIS TENDER DOCUMENT ISSUED TO M/s_____.

By the Issuing Authority:
(Director I.T, KW&SB)

(Sign)._____.

(Seal)._____.

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

Director (I.T) / S.E (IT-R&D)
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KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE DIRECTOR (I.T)

Third Floor, KBCA Building, Behind Civic Centre, Gulshan-e-Iqbal, Karachi.

(Tele: No: 021-99231460 Fax No:021-99231459)

NOTICE INVITING TENDERS

KW&SB invites Sealed bid (technical proposals) under method of procurement (**Two Stage Bidding Procedure**) under Rule 46 (3) of SPPR-2010, amended-2013 from the eligible local I.T. Firms J.V. The Technical proposal must be accompanied with the information and documents required in the eligibility / qualification criteria. The technical proposals will be entertained only the qualified bidders.

Name of Works

“Development of application Software along with system revamping of KW&SB’s I.T Department”

Scope of Work.

The KW&SB application software already running in SERVER EXPRESS (COBOL), LINUX Environment the purpose of this work is to:

1. Develop Application software as per deliverables mentioned in bidding document.
2. Procurement of the hardware and related software.
3. Propose the required manpower/training programs for the enhancement/up-gradation of I.T Infrastructure.
4. Supervise the installation of the proposed hardware and software as per requirement of KW&SB.
5. Provide support after deployment of the project.
6. And the technical proposals encompasses the description of information of the proposed application software with the supporting hardware , key information technologies, equipments, installation, integration, training, technical support and related services.

Eligibility criteria of Firm

- a) Bidder must have NTN, GST, SRB and valid registration with SECP/PASHA/PSEB.
- b) The eligibility criteria for selection of Firm is available in Biding Documents and on the SPPRA website www.pprasinhd.gov.pk and on KWS&B website www.kwsb.gos.pk

Submission of Tender Documents.

	Tender Schedule	Date & Time	Venue
(1 st attempt)	Issuance of Bidding Document.	w.e.f 1 st day of issuance of Biding Document to _____ during office hours.	A.O (Revenue) 1st Floor, Room No.211, Annexy Building, behind Civic Centre, Karachi.
	Receiving of Technical Proposal.	_____ at 2.00 P.M.	Technical Proposal will be opened by the Procurement Committee, in the office of the Director (IT), KW&SB situated at 3rd Floor, KBCA Annexy Building, behind Civic Centre. Karachi.
	Opening of Technical Proposal	_____ at 2.30 P.M.	
Un-responded Tender will be again issued /submitted/opened on following dates:			
(2 nd attempt)	Issuance of Bidding Document.	_____ to _____ during office hours.	As above
	Receiving of Technical Proposal	_____ at 3.00 P.M	As above
	Opening of Technical Proposal	_____ at 3.30 P.M.	

For purchase of Biding Document, a tender fee of Rs.3000/- in shape of bank draft / Pay Order payable to M/s. Karachi Water & Sewerage Board must be enclosed with application. Evidence of payment of the tender fee must be attached with the technical proposal.

Bid security @ 2% of the Bid Price in shape of Pay Order / Demand Draft or Bank Guarantee from scheduled Banks will be required in 2nd stage at the time of submission of financial Bid.

The prospective bidders shall submit Technical Proposal in Single sealed envelope clearly marked as “Technical Proposal” with the name and address of the Firm on back side of the envelope and address to.

The Convener Procurement Committee, KW&SB

Third Floor, KBCA Building, Behind Civic Centre, Gulshan-e-Iqbal, Karachi.

Terms & conditions

- i) In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the Tender will be received and opened on the next working day on the same time and venue.
- ii) Conditional, electronic and telegraphic proposal will be rejected.
- iii) Proposal received after the specified date and time will be rejected.
- iv) KW&SB reserves the rights to reject all or any proposal subject to the relevant provision of SPPR-2010, amended-2013.
- v) KW&SB reserve the rights to verify the authenticity of any required document(s) may automatically result in disqualification.
- vi) Govt. notified blacklisted firm(s) shall not be entertained.
- vii) Bid validity period (financial proposal) is 90 days as per SPP Rule-2010, amended,2013.
- viii) For any Information contact to the undersigned on the above referred contact.

Karachi Water & Sewerage Board

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INTRODUCTION

This tender document contains the requirements of KW&SB for its Revamping of IT system. Its purpose is to invite proposals from vendors through open tender.

Presently, KW&SB is involved in the development of a range of technologies to revamp its I.T system and the purpose of this Tender document is to solicit proposals for new software development, Hardware and Networking, integration, implementation and smooth transition of the current applications. Under this development contract, it is required that the existing application software developed in COBOL shall be taken for enhancement as per additionally perceived user requirements of KW&SB. The ultimate goal of this project is to replace KW&SB's aging IT systems currently running with modern systems based on latest technology and workflow that would also incorporate new systems such as GIS and SCADA.

The purpose of this Tender is also to ensure transparency in procurement process and select the winner based on well defined criteria.

PROJECT OVERVIEW

Karachi Water & Sewerage Board is proposing to take a step further to develop latest software and database with improved technology to revamp its existing system because there is a requirement of new software development to meet the goals of this document and future growing demand of a comprehensive I.T system. For this purpose the software products licenses would be procured, software to be developed, and connectivity across KW&SB offices through LAN/WAN need to be provided b/w main site and DR within Karachi city.

The ultimate goal of this project is to replace KW&SB's aging IT systems which is currently running at its IT directorate with a modern system based on latest technology and concepts. The successful bidder shall provide Hardware, System software, Application Software Licenses, Software Development Services, networking services, implementation services, training and maintenance services. The new system shall bring in all the benefits of modern Information Technology and must result in significant organizational performance and improvement through cost reduction, increased revenue, improved collection, better audit control and enhanced consumers' satisfaction.

SECTION-1

This section provides a detail of the hardware's information presently running in I.T Department of KW&SB.

The detail of the Existing System of KW&SB is given which consist of the following hardware and software applications in production.

EXISTING HARDWARE

Xeon DP Quad Core Server
2 x Intel (DP) Xeon E5-2620 2.0 Ghz 6C/12T with 15MB
12GB FSB DDR3-1600 TLC R ECC
4x SAS 300GB HDD 15K HOT PLUG 3.5" EP with 2 x RAID 1
SAS RAID Ctrl SAS 5/6 512MB cache BBU optional
Raid Level 0,1,5,6,10,50 support
Tape Kit DDS Gen5 36/72GB USB 3.5" int.
DVD-RW supermulti slimline SATA
Hot Pluggable Redundant Power Supplies
Hot Plugable Redundant Fans
7x PCI Express Slots
Dual 10/100/1000 LAN, support iSCSI Boot via LAN
Integrated Remote Management Controller
Server Management Software for Predictive Failure Analysis and Remote Management
2U Rack Mounted Server

Xeon DP Quad Core Thin Client Server
2 x Intel Xeon (DP) E5-2620 2.0 Ghz 6C/12T with 15MB
12GB FSB DDR3-1600 TLC R ECC
2x 300 GB 15K SAS HDD HOT PLUGABLE 3.5" EP with 1 x RAID 1
Integrated 8 port SAS RAID Ctrl 5/6 512MB cache BBU optional
Raid Level 0,1,5,6,10,50 support
DVD-RW supermulti slimline SATA
Hot Pluggable Redundant Power Supplies
Hot Plugable Redundant Fans
7x PCI Express Slots
Dual 10/100/1000 LAN support iSCSI Boot via LAN
Integrated Remote Management Controller
Server Management Software for Predictive Failure Analysis and Remote Management

Original OEM Rack for Primary Site
42U Rack, 1000 mm deep or equivalent
Circumferential cable management at the back
Rack Console with 17" TFT and slide-in unit, keyboard with touch pad
8 Port KVM switch
Redundant power Source Option

Thin Clients
1 Ghz Processor
1 x GB DDR2-667 RAM
1 x GB Compact Flash Memory upgradeable to 16GB
10/100/1000 Mbit/s Fast Ethernet
Wireless LAN optional
6xUSB 2.0 1xMaus, 2xSerial, 1xDVI, 1x Parallel Port
1xMonitor, 1xAudio, 1xHeadphone out
Power Supply Integrated
Unix Varient / MS Windows License
System security Boot sector virus protection
Control of all USB interfaces
Write protect option for the Flash EPROM
User and supervisor BIOS password
19" LCD

CONNECTIVITY
LAN Switches
24 Port 10/100/1000 gigabit switches (Managed Feature)
SOFTWARE
1).Red hat Advance Server Enterprise Edition
2).Windows 2008 with 35 CALs with Terminal Services (Standard)
3). COBOL Server Express Version 5.0

SECTION-2

This section provides the detail of the existing running system of KW&SB's application Software.

EXISTING SOFTWARE

Current software running on SERVER EXPRESS (COBOL) which is already upgraded from UNIX environment to new Operating system and successful bidder need to develop a new system and also integrate these application in overall KW&SB Enterprise environment.

- a. **Billing System:** Currently this system is producing bills for 1.10 million consumers. This application includes consumer management, monthly bill processing, payment processing , meter reading for bulk and industrial consumers, duplicate bills printing, audit trail of transactions, impact analysis, reconciliation of demand/arrears and MIS. major features required are :
 - a. Group Billing facility
Search by Name, A/c No. CNIC, Address
 - b. Connection History / Service History
 - c. Segregate each floor connection by category
 - d. Meter Reading & Estimation
 - e. Cash Receipt & Payments
 - f. Bill Format Modification
 - g. Online payments via credit card/debit card
 - h. Payment Gateway Integration for consumers to pay online payment of bills
 - i. QR code printing of customer No. on bills
 - j. Credit & Collection
 - k. SMS & Email of Bill to customers
 - l. Entry of each signed copy of bank reconciliation document should be stored in DMS for future review.(DMS module should be implemented to cater this requirement.
- b. **Payroll & Personnel Information System:** This application includes functionalities of HR management system and also include Payroll module. This system is handling HR needs, including Payroll of 13,000 KW&SB employees vehicles allotment KW&SB House allotment to the KW&SB's Employees.
- c. **Medical Accounting System** supports medical expense payments to 20,000 beneficiaries (employees & pensioners, successors). This system maintains the medical expenses information by every employee. KW&SB gives medical facility to all the KW&SB employees, those who are in-service, retired and successor (in case, the employee has expired).
- d. **Financial Accounting & General Ledger System:** This application automates Accounts Department functions and handles Chart of Account consisting of over 3,800 Head of Accounts. This module maintains General Ledger, Trial Balance other subsidiary ledgers and MIS reports.
- e. **Budget Preparation & Controlling System:** This system deals with budget allocation and control for different heads / departments. It controls the budget throughout the year. KW&SB

has 200 divisions/18 Towns. Every division has their own budget. Budget allocation is made, after estimating the budget requirements for all divisions. The Estimated Budget made at the beginning of every financial year.

- f. **Financial Concurrence System:** The system ensures that all expenditures are managed in line with approved budget. handles over 3800 Head of Accounts. This system checks the validity of Payment bills. Internal Audit (IAO-II) receives bills from any of 200 KW&SB divisions. Here these bills are first verified and then checked for allocated budget. The bill is recorded in the system for Auditing purpose.
- g. **Provident Fund Accounting System** of over 9,000 employees. As evident from name, this system deals with Provident Fund record of employees. Organization operates an un-funded provident fund scheme to all of its eligible employees. Separate records of the employees have been maintained, who are transferred from KMC, KDA and KW&SB. Their contribution in the fund is grade wise as decided by Govt. of Sindh. Monthly deduction reports are prepared which is matched with fund ledger, maintained at fund section. Fund book is also maintained for each employee, which usually is submitted by the employees at the time of receiving the fund from fund section. The employee also enjoys the facility of loan against their provident fund as per PF rules.
- h. **Pension Fund System:** This system Consist of over 8,000 employees. This system maintains the record of pensions of every KW&SB pensioner. In case the employee expires, the pension goes to his successor, nominated by him before death.
- i. **Bank Reconciliation System:** This system handles reconciliation of 40 bank accounts. This system is part of financial accounting system. The system reconciles transactions made through bank, throughout the year. It starts by receiving the bank statements of KW&SB's account from banks. The statements are received in digital form (softcopy). These are converted into data file format. The system reads bank data through these files and reconciles with the payment through cheques data of Cheque Preparation System.
- j. **Cheques Preparation System:** This system prepares 45,000 cheques annually. This system makes cheque for Payroll and Contractors related payments only. All the cheques are sent to main account of KW&SB. From here payment is made to the parties. Through the bank statement cheques are reconciled by Bank Reconciliation application.
- k. **Bulk new Connection Consumer**, Challan preparation System. This system is concerned

with facilitating new water connection and performs necessary steps in this regard. For any new bulk connection, information goes to three different places: Tax Retail Department, Tax Bulk Department and Meter Cell. Consumers pay charges for a new connection like: Advance fee, security deposit (for 2 years) etc. After the end of 2 years, i.e. when the security period is over, the consumer is added as a Regular Consumer. Later his information is sent to the regular Billing department.

- l. **Temporary Advances System:** This system is concerned with maintaining the advances taken by any KW&SB personnel. Advance taking means that all the routine steps are skipped i.e. advance is granted without any verification and establishment related processes. The advance is recorded in the system against that person. This entry against the person shall be cleared, when the person submits the clearance details including how the advance was utilized.
- m. **Hydrant Billing Information System:** This system provides monthly bills to all the Hydrant on the basis of information provided by the Hydrant Cell. There are over (13) Nos.
- n. **Financial Information Management System:** This system is concerned with accounting procedures including General Ledgers, Receipt Vouchers and Payment Vouchers. Fundamental accounting assumptions are also used for the preparation of final accounts. Accruals have been made for recording revenues and liabilities. It also maintains chart of accounts.

SECTION-3

This section provides detail of the requirements of new software application for future requirement. The bidder must incorporate it while preparing their technical proposal for revamping of the Software application and supporting hardware.

REQUIREMENTS OF THE NEW SYSTEM

GENERAL REQUIREMENTS

The system must be based on latest Information Technology tools and techniques. The system should at least meet growing need of the Board for another 20 years. It should be based on open system standards, relational databases, network enabled, web based, secured and easy to use. There should be a smooth path for transition of current applications into new system. The system must ensure data security and integrity. The proposed solution must include Disaster / Recovery provision. The solution proposed must ensure vendor independence and provide choice to KW&SB for procurement purpose.

All the application shall be compatible and accessible from Desktop PC Operating systems as well as Mobile phones (Android , IOS, Windows 8 Mobile)

GUIDELINE FOR DESIGN AND IMPLEMENTATION

- **Design Requirement :** Elegant design is mandatory , Design patterns should be suitably used and tested on test server before go live. Screen formats/layouts shall be uniform in terms of color scheme, fonts, navigability etc across the entire application. Preferred design platform is Framework Applications.
- **Performance requirement:** The system performance in terms of response time should not be degraded even when", all clients are using the system and accessing the database. Response to any data base access should be less than 2-5 seconds, worst case, even at peak traffic and database accesses. (This is“ purely a tentative figure and could be fine tuned after a few rounds of integrated testing.)
- **Error Control and Bug Fixing:** Explicit tracking of bugs and change request on project management tool should be maintained. Version control should also maintained.
- **Reporting Functionality :** Must include high-level dashboards of the underlying data to allow senior management to get a bird's eye view of the progress of KW&SB human resources and engineering management activities, development processes and practices. It shall provide an holistic view of KW&SB overall operations with business intelligence and real-time analytical reporting to monitor the status of workflows for the management to streamline its processes and performance on daily basis. Generation of reports shall be in text, processed and formatted as a print out or text file. Generation of reports shall be by authorized persons only. It should provide provision to modify formats and screens by the user. Facility for formatting the generated reports, seeing Print-Preview and taking printouts in Portrait/Landscape in'A4/A3 size papers should be provided. Also facility for saving the reports and retrieving the same later for reference should be provided.

- **Application Portability** : Application software must be easily portable across later versions of same family of Hardware systems (eg. range of Intel based Servers) and Operating systems (Linux Flavors), Middleware servers (IIS, Apache and Tomcat Upgrades etc.). Although the development effort shall be based on Linux, the solution should seamlessly and effortlessly integrate and run on both Windows and Linux. Two/Three tier information Architecture-Standard and browser based front end compatible with Thin clients, PC and Smart Mobile phones is the preferred system.
- **System up timing**: System shall be operable 24 hours X 7 days. Though this is primarily a hardware requirement, the software should support this requirement as well, wherever feasible through power down mode etc. System uptime shall be 99.99% on servers. Automatic data replication at Servers location shall also be provided in addition to provision to take back up' data on a DVD or suitable media and to load back the data.
- **Application Integrity and availability**: System should not permit modification of application software or data structure without proper permission to ensure integrity. The system should have facility of reconfiguration by designated staff to cater for changing requirements, e.g. when servers have crashed, the clients connected to it must be transferred to nearby server in which replicated data is available.
- **Parallel Processing** : The development effort should :
Take Advantage of parallel processing for time-consuming task.
Should be able to leverage a simple yet powerful framework that shall break certain analytical /Data processing jobs into tasks, distribute the task to a cluster of commodity machines (When applicable) and aggregate the result.
The solution should be highly concurrent and be able to take advantage of multi-core processors.
- **Platform Upgradation**: During software development, it is likely that some of the platform chosen for implementation may become obsolete or newer versions with enhanced functionality may become available. In such cases, switching over to the newer version shall be done in discrete steps. The latest version at the time of deployment is to be used depending on feasibility and other factors to be discussed and agreed mutually at the relevant time.
- **Multi-User Environment**: The software should support multi-users with single sign-on under Three/Two tier Architecture. Application should be Enterprise wide full use without any restriction on access/usage of any kind of functionality including read/write/update for all the users.

- **Support and testing Requirements:** The testing of entire software and Hardware shall be carried out at KW&SB, Head office, Karachi or the site approved by KW&SB Management. Support of the development engineer/professionals should be made available during the testing and deployment phases. The intending vendor has to be in close contact with the maintenance and changes of applications and hardware software for 3 years from date of implementation. All shortcomings and bugs and issues noticed during the period mentioned shall have to be rectified by the bidder.
- **Quality Assurance of the system :** The software should be developed/Deployed under industry standard quality system and all steps towards Quality Assurance and Quality testing shall have to be taken from the beginning of the Project. No delivery should be made without proper testing and related test artifacts, test evaluation, summary and test results should be made available with each delivery. The system should be designed for usability, functionality, robustness, scalability, configurability, portability, maintainability and supportability.
- **User Interface and data import export facility:** The software must have a simple and easy to understand interface for the users. There should be facilities for graphical representations of results and other data to other applications including presentations programs, word processors, excel spreadsheets, databases, and websites.
- **Data and Application Security:** The bidder must ensure that KW&SB data and application shall be kept secure in all manners during and after the Development/Deployment and define a comprehensive mechanism to protect the data in future.
- **Software and User Documentation:** The successful bidder should supply a set of all software and user documentation in CD based softcopy and the approved copy of the final set in one hard copy. All the software artifacts should be regularly maintained to highlight revisions and the causes of revision. The bidder should ensure that the documentation are kept current as per the changes in the software. Complete documentation which includes but not limited to the following:
 - a. Configuration document consisting of system setting and parameters for each functional module.
 - b. Standard operational procedure (SOP) manuals.
 - c. Documents related to data structures/tables
 - d. Technical manuals.
 - e. Installation guides.
 - f. System administration manuals.
 - g. Toolkit guides and troubleshooting guides.
 - h. User manuals including system instructions and use cases, how to run a program to perform specific task in the system with sample reports, screen formats etc.
 - i. Program flow and descriptions.
 - j. Any other documentation required for usage of implemented solution.
- **Cutover and Go-Live:** The cutover strategy needs to detail the sequence of activities, schedule for the activities/tasks, data conversion and the data migrations of the necessary balances and open items before Go-Live.

The key requirements of implementation plan are as follows:

- a. It should detail the data migration strategy mentioning the nature and volume of backlog transactions and the specified forms/formats/templates to capture the data.
- b. It should detail the strategy of handling data elements and open items used for planning cut over before Go-Live.
- c. It should describe the various pre-requisites and assumptions used for each of the data elements before uploading in the live system.
- d. It should detail the various business decisions to be taken collaboratively for finalizing the cut over strategy and dates including black out period (period when the legacy and future system is not available for normal business operation).
- e. Subsequent to “system acceptance” sign off by KW&SB ERP system shall be considered ready for Go-Live.
- f. System shall be considered as “Go-Live” only when KW&SB can carry out all the normal business Transactions in the production environment with all modules proposed by the
- g. The vendor is required to undertake the following before “Go Live”:
 - i. Facilitate in setting up central help desk for any queries
 - ii. Review the health, usage and performance of the system till the stabilization of the system.
 - iii. Ensure resolution / documentation of all issues raised during implementation
 - iv. Complete final configuration/ integration, volume and stress testing

- **Post Go Live Stabilization**

- a. The vendor shall provide post Go-Live support, as part of the scope of the project.
- b. The vendor shall continue deploying the same technical & functional consultants at site for full three (3) months after implementation and Go-Live.
- c. During the stabilization period, the vendor shall help KW&SB users to correct any errors incurred while executing transactions, generating reports, handholding for one quarter closure or one month closure.
- d. The vendor need to update the required changes in user & configuration manuals and deliver to KW&SB prior to the completion of stabilization support.
- e. Stabilization period may be extended as required if any critical issues raised by KW&SB as part of Implementation are open. Subsequent to the successful closure of all the critical issues, KW&SB shall provide sign-off for the stabilization support phase.

- **Review and Supply of Source code:** The complete source code of the application software should be provided with proper documentation explaining the function of each module/Routine. The final version of the complete source code shall have to be submitted along with all the necessary documentation and security and vulnerability fixes. Necessary instructions for incorporating any modification changes in the software and its compilation into executable /installable products should be explained clearly.

- **Training for users and administrators:** The bidder is responsible for providing comprehensive training to the staff nominated by KW&SB on all the Hardware and Software deployed during the course of the project. Advance training for Operating system, Database from authorized training centre should be provided at least seven nominated persons from KW&SB, till the satisfactory certificate issued by Director (IT) after completion of assigned Job/Tasks.
- **Warranty, System maintenance and Post Implementation Support :** The bidder shall be agreed to provide support to maintain the Software, System and Network in good working order to perform the functions or meet the requirements KW&SB. This should include operation support, maintenance support, fixing of any problem of hardware and software bug in the products Developed/Deployed and provided.

All products and services are to be warranted. The hardware products should be covered for 3-Years Parts and 3-Years Labour warranty. During this period any malfunction of services shall be addressed by the vendor. The Bidder should assign a dedicated full time (9:00 A.M to 5:00 P.M) resident Engineer during the tenure of the Project to manage the whole infrastructure activity. Moreover, starting from successful completion of User Acceptance Test, Bidder should provide 12 months post implementation support of successful post go-live stabilization phase. This support includes maintenance and operations support for the hardware and software applications installed by the bidder and covered within the scope of services. This Maintenance support shall start upon completion of the post implementation support.

All enhancements and modification to the application software in view the changes in policy and process shall be covered by the warranty. Any failure in the Application software system and sub-system thereof should be rectified within a reasonable time frame. If the Operating System or additional copies of Operating System and software are required to be installed / reinstalled / de-installed, the same should be done as part of contract without additional cost. The bidder shall provide and implement from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The bidder should ensure upgrades, updates & patches of the Solution and tools to KW&SB as and when released by Solution OEM.

The bidder shall ensure patches to the licensed software including the software, operating system, databases and other front end applications.

The Supplier shall also provide technical advice and assistance by telephone or such other method agreed between respondent and KW&SB. The respondent shall use suitably qualified personnel relating to day to day enquiries by the client in respect of the Use of the Software, System or Network and to correct any error, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental/ancillary to the complete usage of the application during the implementation and support period. The bidder should include one year maintenance support in the proposal without any additional charges to KW&SB.

- **Project Management Services:** Under Project Management Services, the bidder shall create a project plan, define and implement project management processes, monitor progress on the project and perform regular quality assurance and risk assessments. The project office shall provide required interfaces between KW&SB and the Contractor's teams involved in this project. The project office shall be located at KW&SB's Head Office. The project office shall

prepare a detailed project schedule depicting the total scope of this project and monitor it to ensure that work is completed as per agreed schedule.

Bidder shall use appropriate project management system for managing monitoring the progress on the project and ensure that project is completed on time and within budget.

- **Project team composition:** The bidder should clearly bring out the team size to be inducted and positioned at KW&SB and their skill sets. The role of each individual shall be identified at the beginning of the development activity. All team members/team lead to be inducted for this project shall be screened by KW&SB.
- **Efforts estimate and manpower loading:**
The month wise manpower loading per task shall be separately indicated in the technical bid.
- **Venue for Development:**
The development of software shall be carried out on the premises of KW&SB main Office, Karachi. The bidder has to confirm the timing and working days during the contract period. All resources required for development shall be brought in by the bidder to KW&SB.
- **Proposed Payment Details for all Tasks:**
Governed by SPPRA rules.
- **Additional work :**
Governed by SPPRA rules.
- **Copies of Proposal :**
Two copies of the Technical proposal should be submitted.
- **Code of Ethics:**
Following the IFAC-Code of Ethics, the Auditing firm is expected to maintain the highest standards of:
Integrity: The integrity of bidder establishes trust and thus provides the basis for reliance on their judgment.
- **Objectivity:** The bidder exhibit the highest level of professional objective lying, evaluating and communicating information about the activity or process being examined. Bidders make a balanced assessment of all the relevant circumstances and are not unduly influenced by their own interests or by other informing judgments.
- **Confidentiality:** Internal Bidder respect the value and the ownership of information they received and do not disclose information without appropriate authority unless the has a legal or professional obligation to do so.
- **Competency:** The bidder apply the knowledge, skills and experience needed in the performance of auditing services.

DELIVERABLES:

The bidder should adhere to the accepted best practices of Project implementation and should deliver the following work elements:

- Project Preparation (System Study/Business Process Design)
- Development, Configuration and Customization of Software applications modules
- Integration, Testing & Acceptance (all new applications) on desktop PCs, Thin Clients and Mobiles and verify other parameters for successful implementation.
- Delivery and installation of Hardware at Main site
- Data Migration from exiting system to new system.
- Cut over and making the solution “usage ready” at the primary site
- User and Technical training
- Installation of Hardware and Network infrastructure for DR environment
- Installing and configuring the application and database between primary and DR sites and making the DR site functional
- Post implementation support and acquiring software license
- Complete documentation and source code of application software

TIME FRAME FOR DEVELOPMENT

Total Duration of development activities is 18-24 months from the start of the work.

The bidder should submit a High level Plan in the Technical proposal/Implementation methodology document.

MAJOR ACTIVITIES OF THE PROJECT:

- Software process modules
- Requirement Definition
- System & Software analysis
- Start of System & Software design process
- Delivery of hardware items for main site
- Implementation and unit testing
- Delivery of hardware items for DR site
- Integration and system testing
- Operation and maintenance

The proposed solution must include Disaster / Recovery provision. The solution proposed must ensure vendor independence and provide choice to KWSB for procurement purpose. The proposed solution must lead towards meeting the purpose of the project.

ENGINEERING APPLICATION REQUIREMENT:

1) Pumping / Flow Data:

This Application shall cover all the data & Logs of entries, It shall Analysis, Report Formats and management Summaries , from Zero Point to the Last in all stages of Bulk, WTM & Distribution Systems, it includes all raw Water Data , Pumping Data, Chemical Data, inclusive of K-Electric Data & Diesel Power generations.

Each Module should be capable to record the following:

- Water Quality Telemetry (pH, Conductivity, Total Dissolved Solids, Salinity and Specific Gravity)
- Remote suction channels, reservoir level and 4-bay level monitoring
- Usage/Flow Monitoring at consumer level

2) Asset Management

Assets module shall be a comprehensive Asset Management System that's aim to improve the asset visibility, tracking and control for KW&SB's asset base. Assets Management would allow the Department to manage its entire asset base in a single system and automates many standard transactions through the asset lifecycle. This shall reduce the costs while improving the accuracy of the fixed-asset transactions, ultimately leading to a more accurate representation of the KW&SB's assets.

As with the entire Revamping suite, Asset Management shall be fully automated system which would make it possible to provide the system to the users at all the locations within the jurisdiction of the Department. Asset Management would automate the depreciation process based on a set of pre-defined rules which factor the asset improvements and revaluations in computing the depreciation amount and follows that up with the automatic posting of the financial impact of the depreciation in Financial Module. The system shall captures the full asset lifecycle – creation, capitalization, improvements, revaluation and finally, the disposal of the asset (either by a sale, auction or a write-off).

Movable Assets: Asset Management shall be fully integrated with the full Works Module and shall automate the end-to-end process starting from the conceptualization of a project (e.g. Civil works or E&M Works) all the way to the capitalization of assets created from the project. Integration with Stores Management supports the capitalization of procured assets (e.g. vehicles / Machineries) and issue of material. It should be able to record Assets both format such as static information associated with assets such as :

- Buildings and installations:
 - declared energy consumptions, average detected consumptions (electrical / methane / fuel oil)
- Technical assets: declared energy consumptions, average detected energy consumptions.

On the other hand, it should also record dynamic information detected from any monitoring systems such as punctual consumptions of an installation / technical asset for corrective / ameliorative action.

Integration with Financial and Budgeting Module to ensure that the financial impact of transactions on an asset (e.g. depreciation, revaluation) is immediately and accurately reflected in the financial books.

The Asset module shall be used for internal reporting and analysis of the asset data at a department level. It would help to build a Knowledge base of the asset creation and maintenance which can be used to analyze the historical data to understand the patterns and trends of expenditure. Integration of data from the Assets module to the KW&SB IT Portals can improve the transparency of operations to the end-user.

Fixed Assets : Land and Estate Management application shall be used to manage Land details and Housing Colonies owned and maintained by KW&SB as per the records available with “Land and Estate Department”. This application should capture all the data available in Different KW&SB Offices registers and ensures that the property details, allotment, agreement information are up to date The application shall give comprehensive information about the vacant, allotment of properties, revenue due from KW&SB’s property and defaulters who have not made the payment in a given period of time.

Land and Estate Management shall be integrated with the Asset Management, to ensure that the Asset information is updated as and when the Asset is created /modified. It is integrated with Financials and passes receipt vouchers to the Financials based on the requirements of the KW&SB’s Office.

3) **Works Management** (Tendering/Bidding)

Tendering/Bidding and Expenditure on capital (building new assets and improving existing ones) and repair Works is a continuous process in the Department Offices, the Sub offices normally tender the services required, vehicle repair, equipment and many more for the office use.

Tendering is also done for the Civil & E&M works carried out by the KW&SB Office in their respective areas the Civil/ E&M work is normally awarded to the vendor after the tendering and bidding process through existing rules of SPPRA 2010 amended in 2013 by the Government.

The proposed module shall automate all the process involved in the bidding and tendering. The Module shall be integrated with the budgeting module and finance module.

The module deals with the entire Works Lifecycle Management including Works Estimation, Tender Management, Works Management and Billing. This module shall provide a customizable and flexible process flow and configurable approval cycles at each level. The technical and financial information required for the development of the Works proposal shall be captured in the estimation process.

Tender Management module deals with managing the tendering process electronically, including the financial review of the contractor bids. Once the Work is awarded, the entire lifecycle of the Work is managed, including measurement of works and tracking of actual outcomes; the billing/payment process, leading up to the capitalization or revaluation of Assets.

The Works module shall be fully integrated with the related modules of the Application Software to provide seamless transactions. The works management module shall be

integrated with Financials for capturing the accounting impact of transactions and budgetary controls. Users of Works management module shall be managed by KW&SB's Sub Offices. The Works Module shall be integrated with Assets Module to determine the status of assets and link the assets to the works management process.

The Works module shall be a valuable tool for reporting and analysis for Internal reporting and managing the works data. Reports should be generated on quality/performance on a variety of parameters (e.g. contractor performance, Budget availability) and should provide valuable decision support tools to administrative decision makers. Data collected over time and across KW&SB's Wings within KW&SB should be used for analysis. Integration of data from the Works module to the KW&SB Portal would improve the transparency of operations by giving the Stakeholders at large, a clear insight on the nature of capital expenditure carried out by the administration.

4) Store/Purchase Management

Store/Purchase Management is a fully integrated Procurement and Store Management system would be automate the procurement of goods and subsequently, tracking them from receipt to consumption. Stores Management and Procurement are areas of weak controls for most of the KW&SB Offices – while they handle significant quantities and values of material as part of their stores, there is poor visibility and control in their processes, leading to significant losses in terms of wastage in addition to poor working capital management. Stores Management would be aims to improve the procurement and Stores management processes to enable better visibility, tracking and control of inventories. This shall have the potential to reduce costs by reducing wastage while improving the accuracy of inventories managed by the Sub Offices and Higher Management. This would make it possible to provide the users about all the stores locations, giving the entire administration complete visibility of inventories. The system shall support the entire process of procurement, from requisitions to receipt of goods and integrates with Financial Module for payment processing. Once received, stocks shall be tracked and reported by location.

5) Litigation & Case Management System

Consumers interact with KW&SB for various reasons such as payment of Monthly Bills & Or New Water Connections etc. Occasionally, disputes happen between Service User and KW&SB. For example, a Consumer is claiming that Consumption Charged on his or her Unit is not done in a fair manner. In such situations, either of the parties may file a case against the other party to resolve their differences through a court of a law. Being a large Organization with more than 10,000 bulk user and around 1-2 million Retail User receives many cases every year. Also, there can be many cases pending for judgment that are in different phases of the legal process such as hearing, interim order, judgment, and judgment implementation.

Litigation & Case Management System would improve efficiency of KW&SB Legal Wing in handling the legal cases. The application shall enable the Legal Wing officials to enter the legal case in the system, assign cases to Standing Counsels, and track the case from hearings to Interim Orders to implementation and closure. Legal Fee Module shall help the KW&SB

Offices to enter, track and approve the Expenditure / Bills for the Legal Wing. Users of Legal Case Management System shall be employees of the KW&SB. They shall be managed by the HRMIS Module. The Case Management System shall be integrated with Financial Accounting and Budgeting System. The Integration point shall help make case fee payments to the concerned quarters.

Features required:

- Information on all of your cases and matters is accessible through a centralized database; Manages to-do lists; Fast & flexible searching; Conflicts of interest checking; Checks status of limitations

6) Public Complaints/Issues System

KW&SB's Public Grievance and Redressal System is a Consumer's (Retail / Bulk) facing application used for complaint and end to end Grievance Management tracking system. It improves the efficiency of grievance Redressal, enhances Consumer's satisfaction with the KW&SB service delivery. It is a Channel for Consumers involvement in governance by providing the opportunity to submit grievances/suggestions.

The above mentioned module shall be used to record all the issues related to the KW&SB and forward these issues to the concerned authorities and departments along with feedback to Higher Management , analysis and planning in the respective Town for the input for KW&SB Public Grievance and Redressal System.

7) SMS Module

- The SMS module for Citizens shall help to send messages to the Consumers / Public and shall help the consumers to update regarding the Payables & Paid, Disconnection notice, Supply alerts e.t.c
- Inter and intra department SMS modules shall consist of alerts within departments such as meeting notices, complaint management action items , Submission of reporting to or from management , activity alerts to sister concern departments.
- The SMS module shall also help to track location of each employee or vehicle (via Mobile App + Google Map API or any other alternative method) when he/she is at the remote location for Meter reading or other task.

8) File Tracking System

The purpose of said module is primarily to create hierarchy for the departments in the e-office system and then to automate the movement of files. The workflow processes should be completely automated. Management of files include creating the files, including document in the files, weeding the files, Handling the file movement workflow and keeping a track of file movement etc.

The system shall held to track the file a bar coded mechanism should be incorporated in the system for less data entry at the entry points, the system should be capable to track any file or letter within the department. The software module shall be integrated with the bar code generator and sticker's printers and bar code readers.

9) Mobile App for Consumer's Centric Services

A multiplatform (IOS, Android base) mobile application shall be the part of the Application Software through which Citizen centric information regarding the Water & Sewerage Service delivery request or Theft reports /messaging can be posted and can be stored in Database.

The software app should have the capability to register a complaint and access to basic information for authentication and verification by any other agency or department.

10) Integrated Revenue System (IRS) for RRG

At the core of IRS is Revenue Management Complete System (RMCS) is a set of integrated tools, which automates Revenue processes like Billing, Collection, Complaint Management, MIS, Consumer Management, Performance Management etc. It would allows all team members to work in a collaborative manner throughout the Revenue cycle i.e. from billing to collection. New RMCS would be an integrated system, well documented, and based on Relational Database technology via online connectivity. This system would be accessed in a controlled manner at towns, union councils and other departments. For main system shall run on IRS at main site of KW&SB and the Disaster Recovery site shall ensures System Availability. It should be protected from unauthorized system access. The requirement should be integrated with KW&SB Enterprise System in a seamless manner.

11) Fleet Management:

This module should provide the management, maintenance, and repair of its fleet, fuel site maintenance, and other fleet related services. The KW&SB's objective is to reduce fleet downtime and cost, while increasing reliability and protecting the KW&SB's overall investment in its fleet.

Module should have the following Features:

- Maintenance of Fleet history including all the relevant details of the Fleet like Model No., Engine Volume, Seats, License Plate, Fuel Type, Registration details, etc.
- Maintains a complete record of the Driver details like Name, Driving License, etc.
- Maintenance of Insurance Details.
- CMMS (Computerized Maintenance Management System) for recording & analyzing various maintenance activities of the Vehicle.
- Management of Fleet Maintenance Contracts including the Fleet Maintenance, Quotation, Fleet Maintenance Orders & its Invoicing.
- Fuel Tracking which would help in monitoring of Fuel consumption.
- Odometer Statements specific to the vehicles.
- Configurable Master Data including Vehicles, Service Templates, Service Tasks, Insurances, Fuel Type, Driving Licenses, etc.
- Integrated of fleet management and ERP Module

Tracking of vehicle should also include:

- Real time tracking of fleets, assets and sales team
- Complete history search
- Daily reports with graphs / distance traveled / top speed etc
- No need of GPS devices (Android based smart phones)
- FMS should be integrated with any tracking device

12) EDMS:

Document/File Management System (DMS): Most government processes start with initiation of file. The document and file management system shall provide functionality of attaching document to the file and searching through those documents between all the modules.

Features Required:

- Allow Document Capture via scanner
- Search documents: All case and person data that is stored in the system must be able to be indexed and searched using native, configurable search forms.
- Document scanning: The software must contain a document scanning feature that allows users to scan documents directly into the system from a desktop-attached scanner. The software must allow users to highlight information and add notations on a document stored as a pdf.
- The software must allow the administrator to provide varying privileges relative to sealing and sealed information. System must also allow utilization of Access Control Lists to enter a index number and either restrict a specific user from viewing / updating a specific case, or restrict a specific document for viewing / updating by a specific user. The software must support various types of access privileges including at least read-only, update, and no access.
- Auditing: The software must provide comprehensive auditing & logging giving administrators a granular view of what data is being edited, viewed, deleted, and added by system users. The software must track each instance of the date, time, login and machine (url) of the person who added or modified the record.
- Allow document Version Control
- System and User file Quota Management
- Check In/Out Annotations Content Management
- Microsoft Office integration

SECTION-4

Two stage bidding procedure.

The bidder must understand the bidding process / methodology of procurement as provided under Sub Rule-2 of Rule- 46 of SPP Rules, 2010, amended, 2013.

1	First Stage	Submission, Opening and Evaluation of Technical Proposal
2	Second Stage	Submission, Opening and Evaluation of Financial Proposal.

Two Stage Bidding Procedures:-

1) First Stage:

- a) Bidders are invited to submit, according to the required specification, a technical proposal without price, which shall be subject to technical as well as commercial clarification and adjustments;
- b) Technical proposal shall be evaluated in accordance with the specified evaluation criteria and may be discussed with all the bidders together regarding any technical features that may require technical as well as commercial clarification and adjustments;
- c) After such discussion, all the bidders shall be permitted to revise their respective technical proposals to meet the requirements of the procuring agency;
- d) Procuring agency may revise, delete, modify or add any aspect of the technical requirement or evaluation criteria, or it may add new requirements or criteria not inconsistent with these rules:

Provided that such revisions, deletions, modifications or additions are communicated to all the bidders equally at the time of invitation to submit final bids, and that sufficient time is allowed to the bidders to prepare their revised bids;

Provided further that such allowances of time shall not be less than fifteen days in the case of National Competitive Bidding.

- e) The bidders not willing to conform their respective bids to the procuring agency's technical requirements may be allowed to withdraw from the bidding without imposition of any penalty.

2) Second Stage:

- a) bidders shall be allowed to amend their technical proposals in order to ensure conformance to the same technical standards;
- b) bidders submit the revised technical proposals along with financial proposals;
- c) the financial proposals of only those bidders whose original or revised technical proposals are found to be conforming to the agreed technical standards and requirements, shall be opened at a time, date and venue announced and communicated to the bidders in advance;
- d) the revised technical proposals and the financial proposals shall be evaluated in the manner prescribed above. The bid found to be the lowest evaluated bid shall be accepted:

Provided that in setting the date for the submission of the revised technical proposal and financial proposal a procuring agency shall allow sufficient time to the bidders to incorporate the agreed upon changes in the technical proposal and prepare their financial proposal accordingly.

NOTE: Before submission and preparation of "Financial Proposal" Bidder must follow the Instructions given in Section-10 alongwith Bidding Data Sheet.

SECTION-5

SELECTION OF FIRM

This section contains the required information of the bidder / firm/Joint venture. Bidder must fill the specified formats and attach related documents of each information for evaluation.

Annexure-1

General Information

All individual firms and each partner of a joint venture are requested to complete the information in this form. Nationality information should be provided for all owners or applicants who are partnerships or individually-owned firms.

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of owners[1]		
	Name	Nationality
1		
2		
3		
4		
5		

1	NTN No.		Relevant document may be attached
2	Sales Tax Registration No.		Relevant document may be attached
3	SRB No.		Relevant document may be attached

Annexure-2

General Experience Record

Name of Bidder or partner of a joint venture

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed, (in Rs. Million).

(Use a separate sheet for each partner of a joint venture).

Annual turnover:		
Year	Turnover (Rs. Million)	Remarks
1. (2015-2016)		
2. (2014-2015)		
3. (2013-2014)		
4. (2012-2013)		
5. (2011-2012)		

- Note:
- 1) Certified copies of Audit report from a Chartered Accountant or Income Tax Department should be enclosed.
 - 2) Testimonials, Certificates and publicity material should not be enclosed; they will not be taken into account in the evaluation of qualification and will be discarded.

Annexure-3

Joint Venture Summary

<i>Names of all partners of a joint venture</i>	
1. Lead partner	
2. Partner	
3. Partner	
4. Partner	
5. Partner	
6. Partner	

<i>Annual turnover data (Rs. Million)</i>						
<i>Partner</i>	<i>For</i>	Year 1	Year 2	Year 3	Year 4	Year 5
1. Lead partner						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Partner						

Annexure-4

Details of Contracts of Similar Nature

Name of Bidder or partner of a joint venture

Use a separate sheet for each contract.

1	Number of contract	
	Name of contract	
	Country	
2	Name of Employer	
3	Employer address	
4	Nature of works and special features relevant to the contract for which the Bidder wishes to bid	
5	Contract role (check one) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Sole contractor Management Contractor Subcontractor Partner in a joint venture </div>	
6	Value in specified currencies at completion, or at date of award for current contracts,	
	* Total Contract Amount: _____ (Rs. Million)	
	* Sub-Contract Amount (if the role was sub contractor): _____ (Rs. Million)	
	* Responsible Contract Amount (if the role was partner in a joint venture): _____ (Rs. Million) _____ (percentage of share)%	
7	Rs. Million	
8	Date of award	
9	Date of completion	
10	Contract/subcontract duration (years and months) <div style="text-align: center; margin-top: 10px;"> ___ years ___ months </div>	
11	<u>Specified requirements</u> ^[1]	

Annexure-5
Summary Sheet

Current Contract Commitments / Works in Progress

Name of Bidder or partner of a joint venture

Bidders and each partner of a joint venture should provide information on their current commitments on all contents that have been awarded or for which a **letter of intent or acceptance** has been received, or for contracts approaching completion.

<i>Name of contract</i>	<i>Value of Total/outstanding work (Rs. Million)</i>	<i>Estimated completion date</i>
1.		
2.		
3.		
4.		
5.		
6.		

Annexure -6

Personnel Capabilities

Name of Bidder

For specific positions essential to contract implementation, Bidders should provide the names of the candidates. The data should be filled in using Form (7) for each candidate.

1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name of alternate candidate
4.	Title of position
	Name of prime candidate
	Name of alternate candidate

Annexure-7

Candidate Summary

Name of Bidder

Position	Candidate	
	Prime	Alternate
<i>Candidate information</i>	1. Name of candidate	2. Date of birth
	3. Professional qualifications	
<i>Present employment</i>	4. Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

From	To	Company / Project / Position / Relevant technical and management experience

Annexure-8

Financial Capability

Name of Applicant or partner of a joint venture		
<i>Bidders, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements of the proposed project. Each Bidder or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets and statement of profit and losses should be attached.</i>		
Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	e mail

Attach audited financial statements for the last five years (for the individual Bidders or each partner of a joint venture). Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

Annexure-9

Litigation History

Name of Bidder or partner of a joint venture

Bidders, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last 5 years or currently under execution..

<i>Year</i>	<i>Award FOR or AGAINST Applicant</i>	<i>Name of client, cause of litigation, and matter in dispute</i>	<i>Disputed amount (current value, Rs. Million)</i>

SECTION-6

ELIGIBILITY CRITERIA OF FIRM

In this section bidder has to be qualify for further processing bid.

Eligibility criteria of Firm

All Technical Bids shall be evaluated on the basis of following parameters.

Eligibility Criteria of Firm							
S. No.	Description	Marks	Qualifying Marks	Detail of Marks			
1	General Experience of Firm	10	7	Below 2 years	0 Marks		
				2 to 5 years	7 Marks		
				Above 5 years	10 Marks		
2	Experience of Firm (Govt./Semi Govt. / autonomous body and any multinational organization))	10	7	Below 5 years	0 Marks		
				5 to 7 years	7 Marks		
				Above 7 years	10 Marks		
3	Financial capability of Firm (Income Statement, Balance Sheet, Bank Statement of last three years.)	15	10	Below 35 million	0 Marks		
				35 to 50 million	10 Marks		
				Above 50 million	15 Marks		
4	Equipment and Support Capability Currently signed support Service Level Agreement (SLA) with adequate I.T Hardware inventory related to the project.	15	10	1 No	0 Marks		
				2 Nos.	10 Marks		
				Above 2 Nos.	15 Marks		
5	Nos. of System / Data Analyst, Database Administrator, Programmer with the firm.	10	7	1 No	0 Marks		
				4 Nos.	7 Marks		
				Above 4 Nos.	10 Marks		
6	Registration with: 1) SECP (Security & Exchange Commission of Pakistan) 2) PASHA (Pakistan Software Houses Association) 3) PSEB (Pakistan Software Export Board)	10	7	1 No	5 Marks		
				2 Nos.	7 Marks		
				Above 2 Nos.	10 Marks		
7	Team Leader Academic Qualification M.Sc. Computer Science / Software Engineering Team Leader Professional Capabilities <u>at least one Certification (mandatory)</u> • System Administrator RHCT • Database Administrator OCP updated certified, MCSA certification (C.V must be attached) • System / Data Analyst Documentation must be provided along with customers references • Developer a. Experience to Develop Framework Applications. b. Having experience of handling and conducting similar assignment with any National/Multinational Firms / Govt. Organization along with presentation and references with customers.(Nos. of Assignment)	10	7				
				10	8	Below 2 year	0 Marks
						2 to 5 years	7 Marks
						Above 5 years	10 Marks
				10	8	1 No	0 Marks
		2 Nos.	8 Marks				
		Above 2 Nos.	10 Marks				
8	Key Staff (At Least 5 Nos.) Bachelor Degree in Computer Science /Software Engineering from recognized university. (C.V must be attached) (experience with the firm) *	10	7	Below 2 year	0 Marks		
				2 to 5 years	7 Marks		
				Above 5 years	10 Marks		
Total Marks		100	70				

- Note:-
- (i) Firm must achieve qualifying marks in each category.
 - (ii) *Weighted average shall be taken ibid.
 - (iii) Documentary evidence must be provided with the Tender Document to authenticate the Information given by the firm in each category

SECTION-7

TECHNICAL PROPOSAL

In this section bidder has to submit Technical proposal with detail of the Software, Hardware and implementation period phase wise keeping in view the requirement provided in Section-3.

Appendix-1

Proposal of Software and Implementation Schedule

[Bidder submit their Technical proposal in detail]

Appendix-2

Proposal of hardware and implementation schedule *[To be completed by the Bidder]*

Appendix-3

Organization Chart showing the job description in terms of the required Staff.

[To be completed by the Bidder]

SECTION-8

FORMS

- a) Letter of Technical Proposal.**
- b) Letter of Financial Proposal.**

Form-(a)

Letter of Technical Proposal

Bid Reference No: _____

[should be same as mentioned on Notice inviting Tender]

Name of Work:

_____.

To: _____

[Bidder to insert name and address of the Employer]

Gentleman,

1. Having examined the Bidding Documents including all Instructions to Bidders, Bidding Data, Conditions of Contract, eligibility criteria, requirements and Addenda Nos. _____
_____ (if any) for , execution of above work , we, the undersigned, offer our Technical Proposal to , execute and complete the Work in conformity with the Conditions provided in the bidding document.
2. We understand that all the Annexures/Appendices attached hereto form part of this Tehnical Proposal.
3. We agree to abide by this proposal 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 or any extended period as per Bidding Documents.
4. Unless and until a formal Agreement is prepared and executed, this proposal (Bid), together with your written acceptance thereof, shall constitute a binding contract between us.
5. 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.

6. We do hereby declare that the Technical Proposal is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
7. We understand that you are not bound to accept the Technical Proposals you may receive.

Dated this _____ day of _____ 20_____

Signature: _____

in the capacity of _____ duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Seal: _____

Address. _____

Form-(b)

Letter of Financial Proposal

Bid Reference No: _____

[should be same as mentioned in the Bidding Document]

Name of Work:

_____.

To: _____

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, design criteria and , our Technical Proposal and Addenda Nos. _____
_____ (if any) for , execution and completion of the above-named Work, we, the undersigned, offer our Financial Proposal to , execute, complete and the Work in conformity with the Conditions of Contract, and all requirements, decided in our Technical, we hereby submit our Financial Proposal for a sum of Rs.

(in Figure)

(in Words)

2. We understand that all the Annexures/Appendices 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 Rupees _____
(Rs. _____) drawn in favour **M/s KW&SB** and valid for a period of **(90)** days beginning from the date of opening of financial Bid.
4. We undertake, if our Bid is accepted, to commence the Work and to complete the whole of the Work comprised in the Contract within the time .

5. 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.
6. 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.
7. We do hereby declare that the Financial Proposal is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Financial Proposal you may receive.

Dated this _____ day of _____ 20_____

Signature: _____

in the capacity of _____ duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

SECTION-9

- a) Bid Security.**
- b) Performance Security.**
- c) Contract Agreement.**
- d) Integrity Pact**
- e) Letter of Acceptance.**

(a) 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)

(b) 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)

(c) 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)

(d) 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: **"Development Of Application Software Along with System Revamping of KW&SB's I.T Department"**.

..... **[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]

(e) LETTER OF ACCEPTANCE

To,

M/s _____

_____.

Subject: **"Development Of Application Software Along with System Revamping of KW&SB's I.T Department".**

This is to notify you that your Bid Dated _____ for execution of the _____ **name of the contract** **"Development Of Application Software Along with System Revamping of KW&SB's I.T Department".** and identification number, as given in the Contract Data [on the items of BOQ]. 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: _____.

SECTION-10

Instruction to Bidder & Bidding Data

INSTRUCTIONS TO BIDDERS

(Note: *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 Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

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 or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

- b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-
 - (i) company profile;
 - (ii) works of similar nature and size for each performed in last 3/5 years;
 - (iii) construction equipments;
 - (iv) qualification and experience of technical personnel and key site management;
 - (v) financial statement of last 3 years;
 - (vi) information regarding litigations and abandoned works if any.

IB.3 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
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
 3. 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 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 Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents 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.
 - (d) Bid Security furnished in accordance with IB.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with IB.2(c) & IB.11 (g)
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 percentage of bid price/estimated cost or in the amount 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 Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost 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 (SPP Rule 37).
- 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 stipulated in 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 1/3 of the original 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 the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) 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 Engineer/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.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. 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 Engineer/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 Engineer/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 Engineer/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 Engineer/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;
 - (ii) **–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).

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 ----% of bid price(updated from time to time) 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 Procuring Agency a Performance Security in the form and the amount 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.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring 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).

DATA SHEET

Clause / Reference	Description	
1.1	Name of the Assignment is:	DEVELOPMENT OF APPLICATION SOFTWARE ALONGWITH SYSTEM REVAMPING OF KW&SB'S I.T DEPARTMENT
	Name of PA:	Karachi Water & Sewerage Board.
	Name of PA Official/Employer	Mr.Mairajuddin (Director (IT), KW&SB)
	Employer Address:	Third Floor, Room No.373, KBCA Building, behind Civic Centre, Gulshan-e-Iqbal Karachi. Tel # (021) 99231460 Fax No. (021)9231459
1.2	Source of Funds	KW&SB Own Fund.
2.1	Eligible Bidders	Sub-Clauses (a) & (b) deleted and Clause (c) substituted as" who fulfill the eligibility criteria provided in "Section-6).
3.1	Cost of Bidding	Rs 3000/- Per Document.
4.1.2	Schedules to Bid comprise	Sub-Clauses 4.1.2 substituted as "Section-1, Section-2, Section-3, Section-4, Section-5, Section-6, Section-7, Section-8 and Section-9.
4.1.4	Standard Forms	As provided in Section-9
4.1.5		Specifications as provided in Technical proposal or revised technical proposal approved by the procuring agency.
4.1.6		As approved by the procuring agency.
5.1	Clarification of Bidding Documents	Mr. Mairajuddin (Director I.T) :
5.2		<u>Address: Third Floor, Room NO.372, KBCA Building behind Civic Centre Gulshan-e-Iqbal Karachi,</u> <u>Telephone No.(021)99231460, Fax No.(021)99231459.</u>
7.1	Language of Bid	English
8.1	Documents Comprising the Bid.	Sub-clause (c) substituted as " as provided in sub-clause-2 of 4.1.
10	Bid Prices, Currency of Bid and Payment	Bid shall be quoted entirely in Pak.Rupees. The payment shall be made in Pak.Rupees
10.3		Pak Rupees and In English.
11	Documents Establishing Bidder's Eligibility and Qualifications	The bidder must have the technical, financial and constructional capability necessary to perform the Contract as laid down in the NIT and Section-3,4,5,6,7,8,9 of the bidding documents.
13.1	Bid Security	2 (two) % 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	Validity of Bids	90 (Ninety) days, extendable not more than the original Bid Validity period from the date of opening of the financial Bid.
14.5	Nos. of Copies of the Bid to be submitted	One original.
14.7	Procuring Agency's Address for the Purpose of Bid Submission	Convenor, Procurement Committee,KW&SB, in the office of the Director I.T situated at <u>Third Floor, Room NO.372, KBCA Building behind Civic Centre Gulshan-e-Iqbal Karachi,</u>
15.1	Deadline for Submission of Bids	<u>on _____-at _____, in case local/public holiday or un-rest in city of Karachi next date of submission of bid is _____ at _____ on the address in clause (14.7), Telephone No.(021)99231460, Fax No.(021)99231459.</u>
16.1	Venue, Time, and Date of Bid Opening	Venue: Convenor, Procurement Committee ,KW&SB in the office of the Director I.T, KW&SB situated <u>Third Floor, Room No.372, KBCA Building behind Civic Centre Gulshan-e-Iqbal Karachi,Telephone No.(021)99231460,Fax # (021)99231459</u> Time: _____ / P.M. on _____
16.4	Responsiveness of Bids	(i) Bid is valid till required period. (ii) Completion period offered is (36) Thirty Six months. (iii) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification. (iv) Bid does not deviate from basic technical requirements. (v) Bids are generally in order, etc.
20.3		On the judicial stamp papers @ 0.35 % (or the rates notified by the Govt) of the Contract amount.
21.1		Performance Security @ 10 % of the contract amount in shape of Demand Draft, Pay order or Bank Guarantee from the schedule bank of Pakistan in F/o M/s KW&SB.
23		The bidder who is not satisfy with the decision of the Procurement committee may lodge complain to "Complaint Redressal Committee" (CRC) within the 5 (five) days of the decision of the Procurement Committee and CRC will process the case in terms of the guidelines provided in Rule-31 of SPP Rules-2010, amended 2013.

SECTION-11

CONDITIONS OF CONTRACT

CONTRACT DATA

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

3.1.1 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 Employer 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.

11.5 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 SHEET

Clause / Reference	Description	
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 the Letter of Commencement which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
1.1.9	Time for Completion	36 Months
1.1.20	Engineer.	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	Priority of Documents	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 Persons	<u>As above</u>
3.2	Engineer's/Procuring Agency's Representatives	<u>As above</u>
4.4	Performance Security	10 (Ten) % of amount stated in Letter of Acceptance. In shape of Demand Draft or Pay Order or Bank Gurantee from the scheduled Bank of Pakistan in F/o M/s KW&SB with the Validity 90 days beyond the period of liquidity damage period.
5.1	Contractor's Design	Specification Clause No's --- as provided in the Formal Agreement
7.2	Programme	Within fourteen (14) days of the Commencement Date.
7.4	Late Completion	From the due date of completion of the contract up to maximum (10%) of the contract amount stated in the Letter of Acceptance decided by the Director I.T, KW&SB and approved by the KW&SB .
9.1	Remedying Defects	Within 30 days on the date of issue of letter notified by the Direcct I.T, KW&SB.
10.2	Valuation of Variations	Valuation of variation with regard to the software or hardware will be subject to assessment, evaluation and approval of the KW&SB.
11.1	Terms of Payments	Scheduled attached.
	Valuation of the Works	Lump sum price with bill of quantities
11.3		<i>Income tax, GST, SRB as per prevailing rates and water Charges @ 0.50 @ will be deducted from each running payment.</i>
11.6	Currency	Pak. Rupees
15.3	Arbitration	Place of Arbitration: Karachi (Pakistan)

11.1 Terms of Payments.

Payments inclusive of all expenditure and all applicable taxes shall be made according to the following schedule:

Deliverable	Payment schedule, % of Lump-Sum Amount	Payment schedule of Lump-Sum Amount in Figures
Project Preparation and mobilization of team (System Study/Business Process Design)	10 %	
Delivery and installation of Hardware at Main-site	10 %	
Development, Configuration and Customization of Software applications modules	10 %	
Integration, Testing & Acceptance (all new applications) and verify other parameters for successful implementation.	10 %	
Data Migration from existing system to new system Cut over and making the solution “usage ready” at the primary site	10 %	
Installation of Hardware and Network infrastructure for DR environment. Installing and configuring the application and database between primary and DR sites and making the DR site functional	15 %	
User and Technical training Post implementation support and acquiring software license	10 %	
Due upon completion of Warranty Period (90 days post development)	15 %	
Due upon completion of Maintenance Period	10 %	

Disputes shall be settled through arbitration Act of 1940 in accordance with the following provisions:

Arbitration without court Intervention (Chapter II-2)

Special Conditions of Contract

Number of
GC Clause

According to the Technical Proposal and General
Conditions of Contract