**KARACHI WATER & SEWERAGE BOARD**

##### PART - A

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**PART - B**

SPECIFICATIONS / TECHNICAL PROVISIONS

**Karachi Water & Sewerage Board**

**OFFICE OF THE CHIEF ENGINEER(E&M)-W**

**Room No.7, Block-B, 9th Mile Karsaz, Sharea Faisal, Karachi**

**NOTICE FOR INVITING TENDER**

1. Chief Engineer (E&M)-W , intends to invite sealed bids on National Competitive Bidding (NCB) basis, under Single Stage – One Envelop bidding procedure as per SPPRA Rules 2010 for following work. The work will be funded by the Government of Sindh under Non ADP Scheme 2017-2018.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Work** | **Estimated Cost**  **(Rs. Millions)** | **Bid Security** | **Tender**  **Fee** | **Time for**  **completion** |
| Providing of 10 Nos. Suction Machines & 10 Nos High Pressure Jetting Machines with Six years Fast Moving Spares for Improvement of Sewer Work in Different Districts of Karachi | 552 | 2% of Bid Amount | Rs.3,000/- | 1. Months |

2. **Eligibility**: PEC Licensed Contractor/ Firm / JVs / Consortium having sufficient experience of E&M works with valid PEC License in Category C-2 or above with specialization codes of ME-02 or ME-05 & ME-06 **or** manufacturer of high pressure jetting & suction unitshaving sufficient relevant experience with valid PEC License of any Category with specialization codes of ME-02 or ME-05 & ME-06 having Banker Certificate of Financial soundness (Capability to execute Single handed job worth of Rs.500 Million). In case of JV/ Consortium, the One firm must fulfill the Category C-2 or above with specialization codes of ME-05 & ME-06 while other JV/ Consortium partners shall at least manufacturer of high pressure jetting & suction units or manufacturer’s authorized agents/distributor, having 2-5 years experience of high pressure jetting & suction units , spare parts and related accessories of high pressure jetting & suction equipment’s job.

3. Interested firms are invited for participation fulfilling the following **Mandatory Requirements** may obtain " TENDER DOCUMENTS" which lists all requirements and the Qualification , Evaluation Criteria, from the office of Chief Engineer (E&M)-W on making payment of Rs 3,000/- (non-refundable) in the shape of Pay Order, in favour of Karachi Water & Sewerage Board :-

a. Valid license from Pakistan Engineering Council (PEC) for the year 2017 in Category “C-2” or above with Specialization Code “ME-02 or ME-05 & ME-06 "

1. Valid Registration with Income Tax Department and other relevant Tax Authorities,
2. Certificate of registration with Sindh Revenue Board, showing Sindh Sale Tax Registration Number (SNTN).
3. Certified Original Equipment Manufacturer (OEM) of Specialized vehicle & Equipment or authorized agent of specific machines.
4. Affidavit on stamp paper of Rs 100/- (duly notarized) that the applicant firm is not black listed by any procuring   
   Agency, Govt: or Semi-Govt Departments, Autonomous bodies, international organization and any Cantonment   
   Boards in Pakistan.
5. Affidavit on stamp paper of Rs 100/- (duly notarized), providing list of any present or past litigation of the Bidding   
   Firm with any Organization, Govt Dept, or private concern, If no litigation, the said affidavit should mention the same.
6. Submission (Return of) Original Tender Document purchased / issued to the firm, from the Office of the Chief Engineer (E&M)-W duly filled-in signed , stamped & sealed.
7. **MINIMUM SUPPORTING DOCUMENTS REQUIRED (Additional documents, as mentioned in the Tender Document)**
8. Name of firm, its status (date of incorporation), address, telephone number(s), fax number & year of experience   
   of the firm with proof.
9. Experience of general / specific works during the last Ten years with jobs of Rs. 250 Million or above with evidences .
10. Existing work load / work order with details of works under execution.
11. Annual Turnover/Audit Report for last 3 years.

e. Any other relevant information which the firm intends to submit as its qualification.

1. Authority letter of the firm showing name. designation and CNIC number of the individual for receipt of Tender Documents.
2. Bid will be inclusive of all taxes including G.S.T & Sales Tax on Services Sindh.

**5. Method of Procurement** :- Applicants should submit Bidding document (original) plus 1 copy duly completed and signed and stamped (on each page) with all the supporting documents on or before the time & date mentioned above. Incomplete/unsigned Bidding document shall be treated as Non-Responsive and shall be rejected.

1. **Bidding/Tender Documents:**
2. Documents will be issued on payment of tender fee (Non-refundable).
3. **Date of Issuance:** From 1st Publication to closing date November 24, 2017 during office timing upto 4:00 PM
4. **Last date of Submission:** November 27, 2017; Time of Submission: Upto 2:30 PM.
5. Tender will be opened on**:** November 27, 2017, at 3:00 PM
6. **Venue of Issuance of document**

**and submission:** Chief Engineer(E&M)-W Office, Room # 7, Block-B, 9th Mile Karsaz,

Sharea Faisal Karachi, Pakistan, Telephone No, 021-99245122,

Website: kwsb.gos.pk

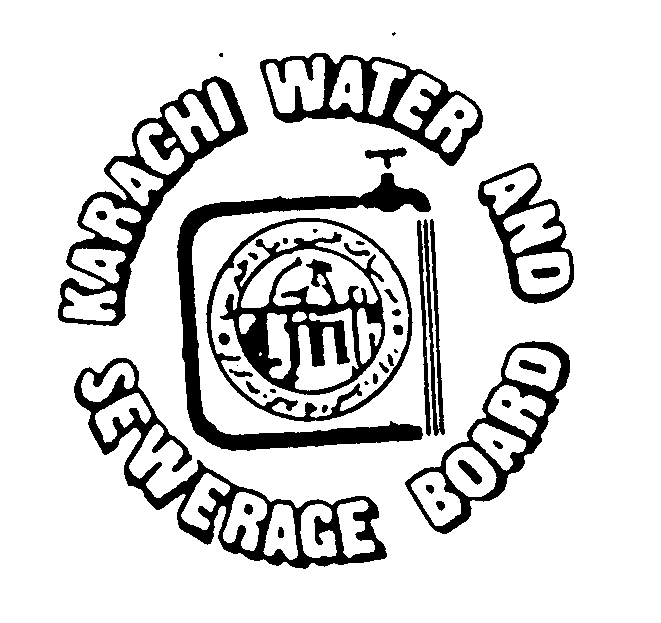
1. Bid security will be submitted by all bidders at the time of submission of Bid
2. KW&SB reserves the right to accept or reject any or all applications in accordance with SPPRA Rules 2010.

**Chief Engineer (E&M)-W**

No**:** KW&SB/CE/E&M-W/2017/163 KW&SB, Room # 7, Block-B, 9th Mile

Karsaz, Sharea Faisal, Karachi Pakistan

# INVITATION TO BIDDERS



**KARACHI WATER & SEWERAGE BOARD**

Chief Engineer (E&M)-W, KW&SB, Room # 7, Block-B, 9th Mile Karasaz, Sharea Faisal, Karachi Tel. (021)-99245122, Fax: (021)-99245027

No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

M/s.

##### INVITATION TO BIDDERS

SUBJECT: PROVIDING OF 10 NOS. SUCTION MACHINES & 10 NOS HIGH PRESSURE JETTING MACHINES WITH SIX YEARS FAST MOVING SPARES FOR IMPROVEMENT OF SEWER WORK IN DIFFERENT DISTRICTS OF KARACHI.

1. Karachi Water & Sewerage Board (KW&SB) has received funds from the Government of Sindh under ADP Scheme 2017-2018 and invites sealed bids on National Competitive Bidding (NCB) basis, under Single Stage One Envelop bidding procedure as per SPPRA Rules 2010 from PEC Licensed Contractor/ Firms / JVs/ Consortium having sufficient experience of E&M works with valid PEC License in Category C-2 or above with specialization codes of ME-02 or ME-05 & ME-06 **or** manufacturer of high pressure jetting & suction unitshaving sufficient relevant experience with valid PEC License of any Category with specialization codes of ME-02 or ME-05 & ME-06 having Banker Certificate of Financial soundness (Capability to execute Single handed job worth of Rs.500 Million). In case of JV/ Consortium, One firm must fulfill the Category C-2 or above with specialization codes of ME-05 & ME-06 while other JV/ Consortium partners shall at least manufacturer of high pressure jetting & suction units or manufacturer’s authorized agents/distributor, having 2-5 years experience of high pressure jetting & suction units , spare parts and related accessories of high pressure jetting & suction equipment’s job.
2. The project comprises of Providing of 10 Nos. Suction machines & 10 Nos high pressure jetting machines with six years fast moving spares for improvement of sewer work in different districts of Karachi.
3. Eligible Bidders may obtain further information, inspect and acquire the Bidding Documents from the Office of the Chief Engineer (E&M)-W, KW&SB, Room # 7, Block-B, 9th Mile Karsaz, Shara-e-Faisal, Karachi.

4. Interested firms are invited for participation fulfilling the following **Mandatory Requirements** may obtain " TENDER DOCUMENTS" which lists all requirements and the Qualification , Evaluation Criteria, from the office of Chief Engineer (E&M)-W on making payment of Rs 3,000/- (non-refundable) in the shape of Pay Order, in favour of Karachi Water & Sewerage Board :-

* 1. Valid license from Pakistan Engineering Council (PEC) for the year 2017 as above
  2. Valid Registration with Income Tax Department and other relevant Tax Authorities,
  3. Certificate of registration with Sindh Revenue Board, showing Sindh Sale Tax Registration Number (SNTN).
  4. Certified Original Equipment Manufacturer (OEM) of specialized vehicle & Equipment or authorized agent of specific machines.
  5. In case of manufacturer of high pressure jetting & suction units **,** attach sufficient relevant experience with valid PEC License of any Category with specialization codes of ME-02 or ME-05 & ME-06 and Banker Certificate of Financial soundness (Capability to execute Single handed job worth of Rs.500 Million).
  6. Affidavit on stamp paper of Rs 100/- (duly notarized) that the applicant firm is not black listed by any procuring Agency, Govt: or Semi-Govt Departments, Autonomous bodies, international organization and any Cantonment Boards in Pakistan.
  7. Affidavit on stamp paper of Rs 100/- (duly notarized), providing list of any present or past litigation of the Bidding with any Organization, Govt Dept, or private concern, If no litigation, the said affidavit should mention the same.
  8. Submission (Return of) Original Tender Document purchased / issued to the firm, from the Office of the Chief Engineer (E&M)-W duly filled-in signed , stamped & sealed.

1. **MINIMUM SUPPORTING DOCUMENTS REQUIRED (Additional documents, as mentioned in the Tender Document)**
2. Name of firm, its status (date of incorporation), address, telephone number(s), fax number & year of experience   
    of the firm with proof.
3. Experience of general / specific works during the last Ten years with jobs of Rs. 250 Million or above with evidences.
4. Existing work load / work order with details of works under execution.
5. Annual Turnover/Audit Report for last 3 years.

e. Any other relevant information which the firm intends to submit as its qualification.

1. Authority letter of the firm showing name. Designation and CNIC number of the individual for receipt of Tender Documents.
2. Bid will be inclusive of all taxes including G.S.T & Sales Tax on Services Sindh.
3. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs.3,000/- in shape of pay-order, in favour of Karachi Water & Sewerage Board, during 0900 to 1600 hours upto 24/11/2017.
4. All Bids must be submitted in sealed envelopes, and marked as One **Original** and One **Copy**.
5. All bids must be accompanied by a Bid Security in the amount not less than **02% (Two Percent) of Bid Amount** in shape of Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of KW&SB and must be delivered to the Office of Chief Engineer (E&M)-W, KW&SB, Room # 7, Block-B, 9th Mile Karasaz, Sharea Faisal, Karachi with the Bid.
6. The original Bid Security must be enclosed with “Original Bids”.
7. Any bid received by the Employer after the deadline i.e 27/11/2017 at 2:30 PM for submission of bids will be returned unopened to such bidder, as per Clause IB 20.1(a) “Instruction to Bidders”.
8. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive, as per Clause IB 15.3 “Instruction to Bidders”.
9. Bids will be opened at 1500 hours on the same day, in the presence of bidder’s representatives who choose to attend at the same address.
10. All the prospective bidders are intimated that the book purchased from the office of under signed shall be used as “Original Financial Bid”.
11. Blue ink shall be used to fill all the forms / BOQ.
12. KW & SB has the right to accept or reject any or all the bids in accordance with SPPRA Rules 2010.

Chief Engineer (E&M)-W

KW&SB, Room # 7, Block-B, 9th Mile Karsaz, Sharea Faisal, Karachi

# INSTRUCTIONS

# TO

**BIDDERS AND APPENDICES**

INSTRUCTIONS TO BIDDERS

1. GENERAL

**IB.1** **Scope of Bid and Source of Funds**

**1.1 Scope of Bid**

Karachi Water & Sewerage Board (hereinafter called the “Employer”) wishes to receive Bids for the scope of work which includes, but shall not be limited to:

**PROVIDING OF 10 NOS. SUCTION MACHINES & 10 NOS HIGH PRESSURE JETTING MACHINES WITH SIX YEARS FAST MOVING SPARES FOR IMPROVEMENT OF SEWER WORK IN DIFFERENT DISTRICTS OF KARACHI.**

A detailed scope of work has been described elsewhere in these documents. The successful Bidder will be expected to complete the Works within the stipulated period of 10 Months as specified in these Bidding Documents.

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

* 1. Source of Funds

The Government of Sindh has already allocated funds under ADP Scheme 2017-2018 and it is intended that part of the proceeds of the funds will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.2 Eligible Bidders

* 1. Bidding is open to all firms and persons meeting the following requirements:

PEC Licensed Contractor/ Firms / JVs/ Consortium having sufficient experience of E&M works with valid PEC License in Category C-2 or above with specialization codes of ME-02 or ME-05 & ME-06 **or** manufacturer of high pressure jetting & suction unitshaving sufficient relevant experience with valid PEC License of any Category with specialization codes of ME-02 or ME-05 & ME-06 having Banker Certificate of Financial soundness (Capability to execute Single handed job worth of Rs.500 Million). In case of JV/ Consortium, One firm must fulfill the Category C-2 or above with specialization codes of ME-05 & ME-06 while other JV/ Consortium partners shall at least manufacturer of high pressure jetting & suction units or manufacturer’s authorized agents/distributor, having 2-5 years experience of high pressure jetting & suction units, spare parts and related accessories of high pressure jetting & suction equipment’s job. Foreign Bidders from eligible countries as per Appendix `A’ to Instructions to Bidders.

IB.3 Eligible Goods and Services

* 1. All Goods & ancillary Services to be supplied under this Contract shall have their origin in eligible countries as per Appendix ‘A’ to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods.
  2. The manufacturer of High Pressure Suction Jetting Units shall be ISO Certified and have minimum of 2-5 years experience in procuring of similar type of equipments along with reference of supply of similar equipment in South Asia and Middle East. The bidder will quote the price of suction and Jetting machines respectively as a complete unit and any splitting within the unit will make the bid non-responsive.
  3. For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
  4. The origin of Goods is distinct from the Nationality of the Bidder.

**IB.4 Cost of Bidding**

**4.1** The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1. BIDDING DOCUMENTS

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

IB.5 Contents of Bidding Documents

* 1. In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.7.
     1. Instructions to Bidders (ITB) with Appendices to ITB
     2. Letter of Bid & Schedules to Bid Schedules to Bid are the following:
        1. Schedule A: Specific Works data
        2. Schedule B: Proposed Organization for the Project
        3. Schedule C: Specific Operation/ Machine and Equipment Details
        4. Schedule D: Specimen JV Agreement
        5. Schedule E: Past Performance and Present Commitments
     3. Letter of Price Bid & Schedules to Bid Schedules to Bid are the following:
        1. Schedule F: Integrity Pact
        2. Schedule G: Estimated Progress Payments
     4. Schedule of Prices
     5. Preamble to Conditions of Contract
     6. General Conditions of Contract (GCC)
     7. Standard Forms

Forms include the following:

* + - 1. Form of Bid Security
      2. Form of Contract Agreement
      3. Form of Performance Security
      4. Form of Bank Guarantee for Advance Payment

**5.2** The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidder’s own risk. Pursuant to Clause IB.24, Bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.6 Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing or by fax at the address as provided under Sub-Clause 49.2 of GCC. Employer will examine the request for clarification of the Bidding Documents which it receives not later than fourteen (14) days prior to the deadline for the submission of bids and if needed will issue the clarification / amendment of the Bidding Documents at least seven (07) days before the date of submission of Bids (without identifying the source of enquiry) to all prospective Bidders who have purchased the Bidding Documents.

IB.7 Amendment of Bidding Documents

* 1. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
  2. Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 7.1 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 Employer. The Bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his Bid.
  3. To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids in accordance with Clause IB.19.

1. PREPARATION OF BIDS IB.8 Language of Bid

8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.9 Documents Comprising the Bid

* 1. The Bid prepared by the Bidder shall comprise the following components:
     1. Covering Letter
     2. Letters of Bids duly filled, signed and sealed, in accordance with Clause IB.17.
     3. Schedules (A to G) to Bid duly filled and signed, in accordance with the instructions contained therein.
     4. Schedule of Prices completed in accordance with Clauses IB.11 and IB.12 in separate sealed envelope.
     5. Bid Security furnished in accordance with Clause IB.15.
     6. Power of Attorney in accordance with Clause IB 17.5.
     7. Joint Venture Agreement (if applicable). A foreign Bidder is entitled to bid only in a joint venture with a Pakistani constructor in accordance with the provisions of relevant PEC bye-laws.
     8. Documentary evidence established in accordance with Clause IB.13 that the Bidder is eligible to Bid and is qualified to perform the Contract if its Bid is accepted (past performance and present commitments to be filled in as per schedule E to Bid).
     9. Documentary evidence established in accordance with Clause IB.14 that the Machine and ancillary Services to be supplied by the Bidder are eligible Machine and Services and conform to the Bidding Documents.
     10. Bidders applying for eligibility for domestic preference in bid evaluation shall supply all information & evidence to establish the claim for domestic preference required to satisfy the criteria for eligibility as described in Clause IB.27. The particulars for domestic Goods prescribed in Appendix-C to these Instructions shall also be filled in to substantiate claim for domestic preference.
     11. Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the Bid.

IB.10 Letters of Bids and Schedules

* 1. The Bidder shall complete, sign and seal the Letters of Bids, Schedules (A to G, or as modified) to Bid and Schedule of Prices furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.
  2. The sub-clause is deleted in its entirety.

IB.11 Bid Prices

* 1. The Bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.
  2. The Bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices.
  3. The Bidder’s breakup of price components in accordance with Sub-Clause 11.1 above will be solely for the purpose of facilitating the comparison of Bids by the Employer and will not in any way limit its right to contract on any of the terms offered.
  4. 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. When the Bidders are required to quote only fixed price(s), a Bid submitted with an adjustable price quotation will be treated as non-responsive, pursuant to Clause IB.24.
  5. Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

IB.12 Currencies of Bid

12.1 Prices shall be quoted in the following currencies:

* + 1. For Machine/Goods which the Bidder will supply from within Pakistan, the prices shall be quoted in the Pak. Rupees.
    2. For Machine/Goods which the Bidder will supply from outside Pakistan, the prices shall be quoted in Pak. Rupees.
  1. Further, a Bidder expecting to incur a portion of its expenditure in the performance of the Contract should be in Pak. Rs.
  2. The currencies of payment shall be as stated in Particular Conditions of Contract.

**IB.13 Documents Establishing Bidder’s Eligibility and Qualifications**

* 1. Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder’s eligibility to Bid and its qualifications to perform the Contract if its Bid is accepted.
  2. The documentary evidence of the Bidder’s eligibility to Bid shall establish to the Employer’s satisfaction that the Bidder, at the time of submission of its Bid is from an eligible source country as defined under Clause IB.2.
  3. The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted, shall establish to the Employer’s satisfaction:
     1. that , Certified Original Equipment Manufacturer (OEM) of Specialized vehicle & Equipment or authorized agent distributor will participate in the Bid
     2. that the Bidder/ Manufacturer has the financial, technical and production capability necessary to perform the Contract; and
     3. that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if successful) represented by an agent in Pakistan and shall establish necessary facility for subsequent post operation maintenance, repair and spare parts stocking obligations.
  4. (a) Bidder/ Manufacturer must possess and provide evidence of the following experience:

1. has completed at least one (1) Contract with a minimum value of Rs.250 Million during the last Ten years.
2. has designed, constructed, supplied and installed at least one similar facility during the last Ten years of Rs.250 Million.
3. Only those Bidder/Manufacturer are expected to participate who have ownership of the specific equipment/tools/machines specified in the Bidding Documents/NIT for satisfactory performance of any specialized job as required under the Contract.

Documentation regarding the Bidder’s experience on previous similar contracts must accompany with each Bid.

Bidder shall also submit proof of their financial capability to undertake the Contract.

In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.

Bidders shall furnish documentary evidence of qualification on the Form “Evidence of Bidder’s Capability” (Appendix B to these Instructions).

(b) The Bidder should have an average annual turnover in the last Three years equal to or more than Rs. 250 Million and the Bidder should have successfully completed in the last Ten (10) years any project having value equal to or higher than Rs. 250 Million.

* 1. Joint Venture

In order for a Joint Venture to qualify:

1. At least one of the partners of joint venture shall satisfy the relevant experience criteria specified in Sub-Clause 13.4(a).
2. All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirement of Sub-Clause 2.1 hereof.
3. All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to Employer for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization mentioned under para (f) below as well as in the Form of Bid and Form of Contract Agreement (in case of a successful Bidder).
4. The Form of Bid, and in the case of successful Bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.
5. One of the joint venture partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.
6. The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.
7. A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

IB.14 Documents Establishing Machine’s Eligibility and Conformity to Bidding Documents

* 1. Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Machine and Services which Bidder proposes to perform under the Contract.
  2. The documentary evidence of the Machine and Services eligibility shall establish to the Employer’s satisfaction that they will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.
  3. The documentary evidence of the Machines’ conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:
     1. A detailed description of the Goods, essential technical and performance characteristics.
     2. Complete set of technical information, description data and literature as required in accordance with Schedule A to Bid, This will include but not be

limited to the following:

* + - 1. A sufficient number of drawings, photographs, catalogues, illustrations and such other information as are necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Suction & Jetting Machine to be furnished.

(ii) Details of equipment and machinery with capacity.

(iii) Any other information which is required for evaluation purposes.

* + 1. A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Machine’s and Service’s substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions as required in Part-B.
  1. For purpose of the commentary to be furnished pursuant to Sub-Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Employer’s satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the Bidder other than those specified in the Bidding Documents shall be furnished.

IB.15 Bid Security

* 1. Each Bidder shall furnish, as part of his Bid, at the time of second stage bidding a Bid Security of an amount equal to 2% of his Bid.
  2. The bid security shall be at the option of the bidder, in the form of Pay order or a bank guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period of twenty eight (28) days beyond the bid validity date i.e. 90 days beyond the Bid submitted date.
  3. The Bid Security is required to protect the Employer against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to Sub-Clause 15.7 hereof.
  4. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive, pursuant to Clause IB.24.
  5. 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.
  6. The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.
  7. The Bid Security may be forfeited:
     1. if a Bidder withdraws his Bid during the period of Bid validity;
     2. if a Bidder does not accept the correction of his Bid Price, pursuant to Sub-

Clause 24.2 hereof; or

* + 1. in the case of a successful Bidder, if he fails to:
       1. furnish the required Performance Security in accordance with Clause IB.34, or
       2. sign the Contract Agreement, in accordance with Clause IB.35.

IB.16 Validity of Bids

* 1. Bids shall remain valid for 90 days after the date of Bid opening as prescribed in Clause IB.19.
  2. In exceptional circumstances prior to expiry of original Bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original Bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiture of his Bid Security. A Bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects in which case, the Employer will be obligated to compensate the Bidders, upon substantiation for their increase in costs (if it is a fixed price bid).

IB.17 Format and Signing of Bid

* 1. Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
  2. All Schedules to Bid (A to G) are to be properly completed and signed.
  3. No alteration is to be made in the Form of Bid nor in the Schedules thereto 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.
  4. Each Bidder shall submit one (1) Original and one (1) Copy, of the documents comprising the bid as described in Clause IB.9 and clearly mark them “ORIGINAL” and ‘COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
  5. 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 authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the Bid and Schedules to Bid shall be initialed and stamped by the person or persons signing the Bid.
  6. The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
  7. Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their Bids and the Contract is to be sent.
  8. Bidders should retain a copy of the Bidding Documents as their file copy.

1. SUBMISSION OF BIDS

**IB.18 Sealing and Marking of Bids**

* 1. Each Bidder shall submit his Bid as under:

1. ORIGINAL and each COPY of the Bid shall be separately sealed and put in separate envelopes and marked as such.
2. The envelopes containing the ORIGINAL and COPY will be put in one sealed envelope and addressed / identified as given in Sub- Clause 18.2 hereof.
3. The bid prepared by the bidder shall comprise Bid with following documents:-

The Bidder shall submit with the following documents. Bid will not be considered if following mandatory documents are not attached

* + - * + Letter of Bid duly filled, signed and sealed.
        + PEC Licensed Contractor/ Firms / JVs/ Consortium having sufficient experience of E&M works with valid PEC License in Category C-2 or above with specialization codes of ME-02 or ME-05 & ME-06 **or** manufacturer of high pressure jetting & suction unitshaving sufficient relevant experience with valid PEC License of any Category with specialization codes of ME-02 or ME-05 & ME-06 having Banker Certificate of Financial soundness (Capability to execute Single handed job worth of Rs.500 Million). In case of JV/ Consortium, One firm must fulfill the Category C-2 or above with specialization codes of ME-05 & ME-06 while other JV/ Consortium partners shall at least manufacturer of high pressure jetting & suction units or manufacturer’s authorized agents/distributor, having 2-5 years experience of high pressure jetting & suction units , spare parts and related accessories of high pressure jetting & suction equipment’s job.
        + Certificate for ISO Certified and have minimum of 2-5 years experience in procuring of similar type of equipments along with reference of supply of similar equipment in South Asia and Middle East.
        + Valid Registration with Income Tax Department and other relevant Tax Authorities.
        + Certificate of registration with Sindh Revenue Board, showing Sindh Sale Tax Registration Number (SNTN)
        + Schedules (A to E) to Bid duly filled and signed, in accordance with the instructions contained therein.
        + Documentary evidence of the year of establishment of the bidding firm.
        + Affidavit on the stamp paper (duly notarized) that the bidding firm is not black listed by any Procuring Agency, Govt. or Semi-Govt. Departments, Autonomous bodies, International Organization and any Client/ Employer, Cantonment Boards in Pakistan.
        + Affidavit on stamp paper of Rs. 100/- (duly notarized), providing list of any present or past litigation of the Bidding Firm with any procuring Agency, Govt. or Semi-Govt. Departments, Autonomous bodies, international organization and any Cantonment Boards in Pakistan. If no litigation, the said affidavit should mention the same. Litigation statement shall be provided in the following format:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr.**  **No.** | **Name of person/ Entity** | **Litigation Nature** | **Name of Project** | **Litigation date** | **Litigation result In progress/ concluded** | **If concluded, mention result** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

A firm undertaking on Stamp Paper of Rs. 100/- by the Bidder that his Bid is inclusive of all user requirements, irrespective of any major or minor item being missed in his Proposal all works shall be completed under the contract in his quoted price and no additional payment over and above the price quoted by him shall be claimed or admissible under any circumstances.

Valid workable design conforming to minimum design parameters/ guide lines attached with bidding documents.

* Letter of Price Bid duly filled, signed and sealed.
* Schedules G to Bid duly filled and signed, in accordance with the instructions contained therein.
* Schedule of Prices completed.
* Bid Security as mentioned in Instruction to Bidders Clause IB-15

However, the following documents shall be submitted along with Technical Bid.

* Annual Turnover/ Audit Report of last 03 years duly audited with Chartered Accountant.
* Financial Soundness Certificate, Bank Statement from bank for the last 3 years.
* Existing work load/ work order with details of works under execution.
* Income Tax Return for last 3 years.
  1. The inner and outer envelopes shall;

1. Be addressed to the Employer at the address given in Sub-Clause 6.1 heretofore.
2. Bear the Project name, Contract No. and Date of opening of Bid.
3. Provide a warning not to open before the time and date for Bid opening.
   1. The Bid shall be delivered in person or sent by registered mail at the address to Employer as mentioned in the Invitation to Bids.
   2. In addition to the identification required in Sub-Clause 18.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” pursuant to Clause IB.20.
   3. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.19 Deadline for Submission of Bids

* 1. (a) Bids must be received by the Employer at the address specified in Invitation for

Bids not later than the time and date stipulated in the Invitation for Bids.

1. Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids.
2. Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.
3. Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.
   1. Bids submitted through telegraph, telex, fax or E-mail shall not be considered.
   2. The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an corrigendum in accordance with Clause IB.7, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Bids

20.1 (a) Any Bid received by the Employer after the dead line for submission of Bids prescribed in Clause IB.19 will be returned unopened to such Bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder’s responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger, courier service or by mail.

IB.21 Modification, Substitution and Withdrawal of Bids

* 1. Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that modification, substitution or written notice of the withdrawal is received by the Employer prior to the deadline for submission of Bids.
  2. The modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.18 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
  3. 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 Clause IB.15.

1. BID OPENING AND EVALUATION IB.22 Bid Opening
   1. A committee consisting of nominated members by the Employer will open the Bids, including withdrawals, substitution and modifications made pursuant to Clause IB.21,in the presence of Bidder’s representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids.

The Bidders’ representatives who are present shall sign in a register evidencing their attendance.

* 1. Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.
  2. The Bidder’s name, Bid Prices, unit rates, any discount offered, Bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the Bid opening. The Employer will record minutes of Bid opening.

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.

* 1. Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.

IB.23 Clarification of Bids

23.1 To assist in the examination, evaluation and comparison of Bids, the Project Procurement Committee 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.

IB.24 Preliminary Examination & Determination of Responsiveness of Bids

24.1 Prior to detailed evaluation pursuant to Clause IB.26.

* + 1. the Procurement Committee will examine the Bids to determine whether;
       1. The Bid is complete and does not deviate from the scope,
       2. Any computational errors have been made,
       3. Required sureties have been furnished,
       4. The documents have been properly signed,
       5. The Bid is valid till required period,
       6. The Bid prices are firm during currency of contract if it is a fixed price bid,
       7. Completion period offered is within specified limits,
       8. The Bidder/Manufacturer is eligible to Bid and possesses the requisite experience,
       9. The Bid does not deviate from basic technical requirements.
       10. The Bids are generally in order.
    2. A bid is likely not to be considered, if;
       1. It is unsigned,
       2. Its validity is less than specified,
       3. It is submitted for incomplete scope of work,
       4. It indicates completion period later than specified,
       5. It indicates that works and materials to be supplied do not meet eligibility requirements,
       6. It indicates that Bid prices do not include the amount of income tax.
    3. A bid will not be considered, if;
       1. it is not accompanied with bid security,
       2. it is submitted by a Bidder who has participated in more than one Bid,
       3. it is received after the deadline for submission of Bids,
       4. it is submitted through fax, telex, telegram or email,
       5. it indicates that prices quoted are not firm during currency of the contract whereas the Bidders are required to quote fixed price(s),
       6. the Bidder refuses to accept arithmetic correction,
       7. it is materially and substantially different from the Conditions/ Specifications of the Bidding Documents.

It is after review and determination of the responsiveness as per above that further action on technical evaluation will be taken.

* 1. Arithmetical errors will be rectified on the following basis:

The Bids are on lump-Sum fixed price basis and as such, the amount extended in Letter of Price Bid shall be considered as the Bid Price irrespective of any arithmetical or any other errors in the Schedule of Prices. As such, if there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the total price shall prevail and the unit price shall be corrected within the segment on prorate basis. Total price shall be considered final as quoted. 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 Price Bid and the total shown in Schedule of Prices Summary, the amount stated in the Bid shall be considered as final and Schedule of Prices will be corrected/ adjusted preferably in the same segment of the work.

* 1. Prior to the detailed evaluation, pursuant to Clause IB.26 the Procurement Committee will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A material deviation or reservation is one:

1. Which affect in any substantial way the scope, quality or performance of the Works;
2. Which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the Contract; or
3. Whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

The Employer’s/Project Manager/Employer’s determination of a Bid responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

**IB.24 Preliminary Examination & Determination of Responsiveness of Bids**

1. Prior to the detailed evaluation of bids, pursuant to Clause IB.26,
2. the Procurement Committee will examine the Bids to determine whether;

(i) The Bid is complete and does not deviate from the scope,

(ii) Any computational errors have been made,

(iii) Required sureties have been furnished,

(iv) The documents have been properly signed,

(v) The bid is valid till required period,

(vi) The Bid prices are firm during currency of contract if it is a fixed price bid,

(vii) Completion period offered is within specified limits,

(viii) The Bidder/Manufacturer is eligible to Bid and possesses the requisite experience,

(ix) The Bid does not deviate from basic technical requirements and

(x) The Bids are generally in order.

(b) A bid is likely not to be considered, if;

1. it is unsigned,
2. its validity is less than specified,
3. it is submitted for incomplete scope of work,
4. it indicates completion period later than specified,
5. it indicates that Works and materials to be supplied do not meet eligibility requirements,
6. it indicates that Bid prices do not include the amount of income tax,

(c) A bid will not be considered, if;

(i) it is not accompanied with bid security,

(ii) it is submitted by a bidder who has participated in more than one bid,

(iii) it is received after the deadline for submission of bids,

(iv) it is submitted through fax, telex, telegram or email,

(v) it indicates that prices quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price(s),

(vi) the bidder refuses to accept arithmetic correction,

(vii) it is materially and substantially different from the Conditions/Specifications of the Bidding Documents.

24.2 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 Employer 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.

24.3 Prior to the detailed evaluation, pursuant to Clause IB.26 the Employer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A material deviation or reservation is one

(i) Which affects in any substantial way the scope, quality or performance of the works.

(ii) Which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the bidder’s obligations under the Contract; or

(iii) Whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

The Employer’s determination of a Bid’s responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

24.4 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.

24.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**IB.25 Conversion to Single Currency**

Not applicable.

**IB.26 Detailed Evaluation of Bids**

26.1 The Procurement Committee will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Clause IB.24 as per requirements given hereunder.

26.2 Evaluation and Comparison of Bids

(a) Bids will be evaluated for each item and/or complete scope of work.

(b) Basis of Price Comparison

The prices will be compared on the basis of the Evaluated Bid Price pursuant to Para (e) herein below.

(c) Technical Evaluation

It will be examined in detail whether the Goods offered by the bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, the bidder’s data submitted with the bid will be compared with the specific work data prescribed by the Employer and technical features/criteria of the Goods detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(d) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no major deviation/stipulation shall be taken by the bidders.

(e) Evaluated Bid Price

In evaluating the bids, the Employer 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 errors pursuant to Sub-Clause 24.2 hereof.

(ii) excluding Provisional Sums, if any, but including priced Day work.

(iii) making an appropriate adjustment for any other acceptable variation or deviation.

26.3 Evaluation Methods

Pursuant to Sub-Clause 26.2, Para (e)(iii) following evaluation methods for price adjustments will be followed:

1. Price Adjustment for Completeness in Scope of Work
2. Price Adjustment for Technical Compliance
3. Price Adjustment for Commercial Compliance
4. Price Adjustment for Deviations in Terms of Payment
5. Price Adjustment for completion Schedule

(i) Price Adjustment for Completeness in Scope of Work

In case of omission in the scope of work of a quoted item no price adjustment for the omitted item(s) shall be applied provided that the Bidder has mentioned in his bid that the same is covered in any other item.

The price adjustment shall not justify any additional payment by the Employer. The price(s) of omitted item(s) shall be deemed covered by other prices of the Schedule of Prices.

(ii) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other Bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other Bidders, the price will be estimated by the Engineer.

(iii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be based on Corrected Total Bid Prices.

(iv) Price Adjustment for Deviation in Terms of Payment

**Deleted**

(v) Price Adjustment for Completion Schedule

Bids indicating completion in advance of the dates stated in Preamble to Conditions of Contract, no credit will be given in this evaluation.

Bids indicating completion period later than the period set out in Preamble to Conditions of Contract shall be adjusted in the evaluation by adding a factor of 0.05% of the Corrected Total Bid Price for each calendar day of completion later than specified period of the completion.

Bids indicating completion beyond fifteen (15) days later than the dates set out in Preamble to Conditions of Contract, shall not be considered and rejected as non responsive.

26.4 If the bid of the successful bidder is seriously unbalanced in relation to the Employer’s estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.34 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

**IB.27. Domestic Preference**

27.1 In the comparison of evaluated Bids, the Goods manufactured in Pakistan, will be granted a margin of preference in accordance with the following procedures, provided the bidder shall have established to the satisfaction of Employer that the manufacturing cost of such Goods includes a domestic value addition equal to at least 20% of the ex-factory Bid price of such Goods. Bidders applying for domestic preference shall fill in Appendix C to these Instructions to substantiate their claim.

27.2 The Employer will first review the Bids to determine, the Bid group classification in accordance with Sub-Clause 10.2 hereof.

27.3 Deleted.

27.4 The lowest evaluated bid of each Group shall first be determined by comparing all evaluated bids in each Group among themselves taking into account:

(a) In the case of Goods manufactured in Pakistan, sales tax, local body charges and other similar taxes which will be payable on the furnished Goods in Pakistan.

(b) In the case of Goods of foreign origin offered from abroad, customs duties, sales tax and other import charges which will be payable on furnished Goods in Pakistan.

(c) In the case of Goods of foreign origin already located in Pakistan, customs duty, sales tax and import charges on CIF price as applicable for Sub-Clause 27.4(b) here above.

27.5 Deleted

27.6 Deleted

IB.28 Process to be Confidential

28.1 Subject to Clause 23 heretofore, no Bidder shall contact Employer 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 Employer. The evaluation result shall be announced at least seven (07) days prior to award of Contract. 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.

28.2 Any effort by a Bidder to influence Employer 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 not later than fifteen (15) days after the announcement of the Bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.29. Post-Qualification

29.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier’s or contractor’s capacities, may require the suppliers or 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.

29.2 The determination will take into account the Bidder’s financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualification submitted under Appendix B to Instructions to Bidders "Evidence of Bidder’s Capability" by the Bidder pursuant to Clause IB.13, as well as such other information as required under the Bidding Documents.

* 1. 29.3 An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated Bidder. A negative determination will result in rejection of that Bidder’s Bid in which event, Employer will proceed to undertake a similar determination of the next lowest evaluated Bidder’s capabilities to perform the Contract satisfactorily.

IB.30 Award Criteria

30.1 Subject to Clause IB.32, the Employer 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 satisfactorily perform the Contract in accordance with the provisions of Clause IB.29.

IB.31 Employer’s Right to Vary Quantities

31.1 Employer reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of Machine and Services contained in the Schedule of Prices without any change in the unit price or other terms and conditions.

IB.32 Employer’s Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause IB.30, the Employer 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 Employer’s action except that the grounds for its rejection shall upon request be communicated, to any Bidder who submitted a Bid, without justification of grounds. Rejection of all Bids shall be notified to all Bidders promptly.

* 1. 32.2 No negotiation with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarified any item(s) in the Bid evaluation report.

IB.33 Notification of Award

* 1. 33.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the design, execution and completion of the Works/facility by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”)
  2. 33.2 The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
  3. 33.3 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities.

IB.34 Performance Security

* 1. 34.1 The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 5% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.
  2. 34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clauses IB.34.1, IB.35 or Clause IB.44 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 Signing of Contract Agreement

* 1. 35.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful Bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.
  2. 35.2 The formal Agreement between the Employer and the successful Bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful Bidder from the Employer.

1. ADDITIONAL INSTRUCTIONS IB.36 Instructions not Part of Contract

36.1 Bids shall be prepared and submitted in accordance with the above Instructions to Bidders including Additional Instructions which are provided to assist Bidders in preparing their Bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Contract Documents

37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

IB.38 Sufficiency of Bid

38.1 Each Bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Price shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works/facility.

IB.39 One Bid per Bidder

39.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified and Bids submitted by him shall not be considered for evaluation and award.

**IB.40 Bidder to inform himself**

* 1. 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/facility. This shall include but not be limited to the following:
     1. inquiries on Pakistani Income Tax to the Commissioner of the Income Tax and Sales Tax, Karachi
     2. Inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.
     3. Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
     4. Investigations regarding transport conditions and the probable conditions which will exist at the time the Machine will be actually transported.

IB.41 Alternate Proposals by Bidder

* 1. Should any Bidder consider that he can offer any advantage to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / Conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

41.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Employer as the basis for the award of Contract to such Bidder.

IB.42 Local Conditions

* 1. Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible.

IB.43 Pre-Bid Meeting

43.1 The Employer may, at his own or at the request of any prospective Bidder(s), hold a Pre-Bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of Pre-Bid meeting, if convened, shall be intimated through letter for invitation.

All prospective Bidders or their authorized representatives shall be invited to attend such a Pre-Bid meeting.

IB.44 Integrity Pact

44.1 The Bidder shall sign and stamp the Integrity Pact provided in Schedule-F to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the Bid non- responsive.

**IB.45 General Performance of the Bidders**

45.1 The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works (Schedule-E to bid). The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

APPENDICES

The Appendices to ITB are as given below:

* + - Appendix-A: Name of Eligible Countries
    - Appendix-B: Evidence of Bidder’s Capabilities
    - Appendix-C: Domestic Goods (value added in Pakistan) Appendices are given here below:

Appendix A to Instructions to Bidders

**NAME OF ELIGIBLE COUNTRIES**

All Main Equipments and spares for Suction & Jetting machines shall be from the world renowned manufacturers of North America, Western European or Japanese origin, and manufactured and shipped only from these origins. The manufacturer proposed by the Contractor, from these regions will be subject to approval of the Employer.

Appendix B to Instructions to Bidders

**EVIDENCE OF BIDDER’S CAPABILITY**

**Note**: Bidders to provide the following information with the Bid separately and indicate herein its references where this information is available.

Sr. No. Information to be Supplied Bid References

1. Name of Bidder, business address and country of incorporation.

1. Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.
2. (a) The annual reports giving general description of the firm, sort of business carried out, balance sheets, profit and loss statements, turn over and business done by the firm, duly authenticated, for the last Three (3) years. Audited Balance Sheets for the preceding Three (3) years and projected assets and liabilities for the next two(2) years shall be provided.
3. Total value of works in hand on bid opening/preparation date.
4. Total value of works completed in last three years.
5. (a) Has completed at least one (1) Contract with a min. value of Rs. 250 Million during the last ten years.(Schedule-E to bid)

(b) Has designed, supplied and installed at-least one similar facility during the last ten years of Rs. 250 Million (Schedule-E to bid)

1. Location and address of manufacturing facilities as applicable.
2. Full description of factories owned and the annual manufacturing capacities of various items made therein.
3. Details of the facilities where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories including testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased and the names and experience record of the suppliers.

Sr. No. Information to be Supplied Bid References

1. Detailed description of the quality control testing and research facilities. If the equipment is manufactured under license, the name of the licensee and details of the licensing arrangements, such as the duration of the license, the facilities provided to the Bidder by the licensee and whether future improvements are available or not etc. A copy of the license agreement may be attached.
2. (a) Names, qualifications and experience of the key technical personnel along with Resumes.

(b) (i) Nos. of total permanent Staff

on roll of the company.

(ii) Nos. of total qualified engineers on roll of the company.

1. The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.
2. The time since the particular equipment offered has been manufactured and the time for which it has been in service. The manufacturer shall have the experience stated in Sub-Clause IB 13.4(a).
3. Reference lists of similar works done by the Bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value. This is an important consideration and should be filled in with full details (attach separate sheet if needed)
4. Details of projects under execution and future contractual commitments (for each partner, in case of a joint venture).
5. (a) Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the Bidder may be made, with authority to make inquiries from the Bidder’s bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).

Sr. No. Information to be Supplied Bid References

(b) Detail of OD limit allowed to the firm by the bank for the business including amount and its validity period.

1. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).

# LETTER OF BID

# &

# SCHEDULE TO BID

LETTER OF BID

Bid Reference No. : Package No. :

**PROVIDING OF 10 NOS. SUCTION MACHINES & 10 NOS HIGH PRESSURE JETTING MACHINES WITH SIX YEARS FAST MOVING SPARES FOR IMPROVEMENT OF SEWER WORK IN DIFFERENT DISTRICTS OF KARACHI.**

To:

…………………………

…………………………

…………………………

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, and Schedules to Bid, Schedule of Prices and Addenda Nos. …………………………….. for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address

……………………………………….……………………………………………………………

………………………………………………………………………………………………………

………. and being duly incorporated under the laws of ……………………………………… hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said documents including Addenda thereto.

1. We understand that all the Schedules attached hereto form part of this Bid.
2. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of …………………………… drawn in the favor of, or made payable to the Employer, ……… and valid for a period ….. days beyond the period of validity of Bid.
3. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.
4. 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.
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 undertake, if our Bid is accepted to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.
8. We do hereby declare that our firm, including any subcontractors or suppliers for any part of the Contract, has nationalities from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier]*.
9. We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest.
10. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
11. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

Dated this day of 2017

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

SCHEDULE - A TO BID

**SPECIFIC WORKS DATA**

The main technical data is prescribed in the relevant sections of the Technical Provisions. However, the Bidder may supplement the main technical data by providing hereunder other salient parameters including main machine make, capacity and suitability for the equipment and works under consideration.

Initials of Signatory to Bid: …………………………………………………

SCHEDULE - B TO BID PROPOSED ORGANIZATION FOR THE PROJECT

The Bidder shall provide in this Schedule Organization chart indicating the key personnel he will employ for supervision and Engineering of the Works to be done under the Contract to direct and execute the Works, together with their names, qualifications, experience, positions held and their nationalities.

**Designation**

**Name of**

**Person**

**Summary of Qualifications, Experience,**

**Present Position and Nationality**

Initials of Signatory to Bid:…………………………………………………

**SCHEDULE - C TO BID**

**SPECIFICATION OPERATION / MACHINE AND EQUIPMENT DETAIL**

Note: Attach additional sheets, if necessary

Initial of Signatory to Bid: ………………………………..

SCHEDULE - D TO BID

**JV AGREEMENT**

*[Employer to provide the standard form of Joint Venture Agreement]*

*Standard Form of PEC of JV/Consortium Agreement the same can be down loaded from* [*www.pec.org.pk*](http://www.pec.org.pk/)

(In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.)

SCHEDULE - E TO BID PAST PERFORMANCE AND PRESENT COMMITMENTS

**Past Performance**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr.**  **No.** | **Name of project(s)** | **Name of employer** | **completed cost** | **Start date** | **Planned completion date** | **Actual completion date** | **Satisfactory performance certificate from employer**  **/ Remarks regarding delays if applicable** |
| 1. |  |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |  |
| 6. |  |  |  |  |  |  |  |
| 7. |  |  |  |  |  |  |  |

**Present Commitments**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr.**  **No.** | **Name of ongoing project(s)** | **Name of employer** | **Total cost** | **Start date** | **Planned completion date** | **%age of works completed** | **Award letter**  **/ Remarks regarding delays if applicable** |
| 1. |  |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |  |
| 6. |  |  |  |  |  |  |  |
| 7. |  |  |  |  |  |  |  |

Any Bidder showing projects outside Pakistan, the information provided on the project needs to be substantiated by certification of concerned country’s embassy in Pakistan.

# LETTER OF PRICED BID & SCHEDULE TO BID

LETTER OF PRICE BID

Bid Reference No. : Package No. :

**PROVIDING OF 10 NOS. SUCTION MACHINES & 10 NOS HIGH PRESSURE JETTING MACHINES WITH SIX YEARS FAST MOVING SPARES FOR IMPROVEMENT OF SEWER WORK IN DIFFERENT DISTRICTS OF KARACHI.**

To:

…………………………………

…………………………………

………………………………… Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedules to Bid, Schedule of Prices and Addenda Nos. ……………………………. for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address

………………………………………………………………………………………………………

…………………………. and being duly incorporated under the laws of

…………………………………….. hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price comprising of Local Currency Component of Lump-Sum Fixed Price of Pak Rupees ……………………….….. (Rs. …………………….).

1. We understand that all the Schedules attached hereto form part of this Bid.
2. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.
3. We agree to abide by this Bid for the period of 120 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.
4. 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.
5. We undertake, if our Bid is accepted to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
6. We understand that you are not bound to accept the lowest or any Bid you may receive.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.
8. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

Dated this day of 2017

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

SCHEDULE - F TO BID

**Integrity Pact**

*[To be filled and signed by the Bidder]*

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. Contract Value: Contract Title:

Dated

………………………………… [Name of Supplier] 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 Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 GOP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies 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 GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] 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 GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] 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 GOP.

Name of Buyer: ……………… Name of Seller/Supplier: ………… Signature: …………………… Signature: …………………………

[Seal] [Seal]

SCHEDULE - G TO BID WORK METHODOLOGY

Bidder’s shall submit work progress as per below chart during execution of work.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr.  No. | 1st Month | 2nd Month | 3rd Month | 4th Month | 5th Month | 6th Month | 7th Month | 8th Month | 9th Month | 10th Month |
|  |  |  |  |  |  |  |  |  |  |  |
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Initials of Signatory to Bid: ……………………

PREAMBLE TO SCHEDULE OF PRICES

PREAMBLE TO SCHEDULE OF PRICES

1. General

The schedule of Prices includes this preamble, the schedule of Payments the schedule of prices of Civil, Electrical and Mechanical Works and the summary of price.

The schedule of prices shall be read in conjunction with the conditions of contract together with the employer’s requirements, contractor’s specification and drawings.

The contractor shall be for the whole of the works as described in these Tender Documents. Tenders must be for the complete scope of work.

The bidder shall give breakdown of his Tender Price in the Performa of schedule of Prices in Pak Rupees only.

1. Description

The general descriptions and descriptions of work and materials are not repeated or summarized in the schedule of prices. References to be the relevant sections of the Tender Documents shall be made before entering prices against each item in the schedule of prices.

1. Units & Abbreviations

Units of measurement, symbols and abbreviations expressed in the Tender Documents shall comply both with System International Units. (SI Units)

The following abbreviations shall be used in the Schedule of Prices:

Abbreviation

Pakistani Rupees Rs.

Number No.

Milimeter mm

Percent %

1. The lump sum price entered in the Bid and the breakdown of this price in the schedule of prices cover all the contractors obligations under the contract and all maters and things necessary for the Design, Supply, Installation, and Maintenance of works including design, drawings, procurement of all materials quality assurance, quality control and testing and all other indicated works required or implied for proper completion and to implement complete work as described in these documents, and as designed, specified and detailed by the Contractor.

The bid price shall include for providing all materials, labour including supervision and all other things of every kind required for the execution and maintenance of works. Any other works required for proper functioning of the works shall be deemed to have been included in the price quoted by the Bidder.

1. The interim payments based on amounts in the schedule of prices for work items of each part shall be made as per the schedule of Payments.
2. No foreign exchange shall be made available by the Employer to the contractor. The contractor shall arrange his own foreign exchange for all works, supplies and services under the contract.
3. The bidder shall include all applicable duties and taxes and other Federal/Provincial/Local Government levies and fees on imported/local goods in his Bid on the basis of prevailing rates available on the base date. These are to be filled in appropriate column of schedule of prices.
4. Unless otherwise stipulated in the conditions of contract, the contract prices or amounts entered by the bidder shall not be subject to adjustment during the performance of the contract.
5. The contractor shall provide for all parts of the works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories etc. required for the complete installation and satisfactory operation of the machine, are not specifically mentioned in the Employers requirement, such details shall be considered as included in the contract price.
6. Rates and Prices
   1. Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Schedule of Prices will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Works, the provision of services including his overheads, income tax, super tax, other indirect costs, customs & other duties, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

The unit rates shall be extended to show the total amount for each item. The total of the Schedule of Prices is the Total Bid Price and shall be entered in Paragraph 1 of the Form of Price Bid. Where a discrepancy exists between the unit rate and the extended total amount, the unit rate shall be taken as correct and the total amount adjusted accordingly.

* 1. Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the Bidder shall be fixed and firm and shall not be subject to adjustment during the performance of the Contract.
  2. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty eight (28) days prior to the deadline for submission of Bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/ deducted as per provisions of the Conditions of Contract.

* 1. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices, and where no items are provided in the Schedule of Prices for any work required to be executed by the Contractor on EPC/Turnkey basis under single responsibility for the completion of the Works and to make the structure operationally complete, the cost of such item(s) shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made by the Employer for those items executed by the Contractor.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Where a Bidder fails to quote a price of any item of the Schedule of Prices, the Employer will consider that the price of that item is included among other items and the Contractor will be obligated to furnish that item at no extra cost to the Employer, if awarded the Contract.

* 1. The Bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges, congestion and/or other conditions to be expected at Karachi Port and or any other seaport of Pakistan and all requirements related thereto.

The Contractor shall be responsible to make complete arrangements for the transportation of the Machine to the Site. The Bidder shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his Bid. The Contractor will have the option to use either Karachi Port or any other seaport of Pakistan.

* 1. The Contractor shall provide all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Machine, are not specifically mentioned in the Schedule of Prices, Specifications including Bid Drawings, such details shall be considered as included in the Contract Price. All charges for the supply of goods, materials, accessories or work not specifically mentioned herein but necessary for the completion and operation of the Works shall be deemed to have been included in the quoted prices.

The rates in the Schedule of Prices shall also include Contractor’s cost for providing Performance Security and other Bank Guarantees required for performance of the Contract.

1. Bid Prices
   1. **Break-up of Bid Prices**

The various elements of Bid Prices shall be quoted as detailed below:

* + - 1. Insurance

The Bidder shall quote prices for insurance cover from ex-factory/ex-works to the Site (warehouse to warehouse) for the sub-totals of the Machine, Erection Equipment, Spare Parts, Workshop Equipment and other materials to be imported in Pakistan for the Contract. Such prices shall include all insurance costs covering the responsibility for all loss or damages while loading, unloading, storing and trimming on board the vessel at the port of shipment or on inland carrier and transportation to Site.

The prices for transportation/marine insurance cover shall be quoted on the basis of insurance through insurers from any country(ies) of the world acceptable to the Employer.

* + 1. Unit Price for Supply of Goods

The Bidder shall quote prices for Local Goods, materials and equipment in the relevant column of Ex- Factory of “Schedule of Prices”. Such prices shall include:

* + - 1. Design documentation, drawings, drafting, planning services, manufacturing, testing and packing of finished goods ready for delivery to Site including loading, unloading, transportation, storing and insurance costs,
      2. All custom duties, sales tax and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of Local Goods, materials and equipments.
      3. Local Transport

Inland transportation for the Machine, Erection Equipment, Spare Parts and Workshop Equipment shall be the Contractor’s responsibility in respect of:

* + - 1. The Machine, Erection Equipment, Spare Parts, Workshop Equipment and other materials offered from outside Pakistan; from the port of entry in Pakistan to the storage area at the Site, and
      2. Indigenous Machine, Erection Equipment, Spare Parts, Workshop Equipment and other materials if any, offered from within Pakistan; from the factory in Pakistan to the storage area at the Site. The cost shall also include all insurance costs of Local Goods and other materials from factory to Site covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to Site. The cost of insurance of Local Goods shall be quoted on the basis of insurance through any insurance company listed in Clause 5.1 a) ii) here above, acceptable to the Employer.

All charges occurring there from including octroi, zila tax, fees etc. and charges for loading, forwarding and unloading expenses shall be borne by the Contractor. Unloading at the Site, handling of the Machine, Erection Equipment, Spare Parts, Workshop Equipment and other materials to the designated point of Site storage, checking and verifying all shipments received against shipping documents, issue of all receiving reports and issues of damage reports (when applicable) shall be the Contractor’s responsibility.

The Bidder shall recognize such elements of the costs which he expects to incur in the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

* 1. Total Bid Price

The total of Bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

1. Erection & Testing Equipment and Maintenance Tools
   1. The Bidder shall be responsible to provide all Erection and Testing Equipment & Maintenance Tools with the machines.

SCHEDULE OF PAYMENT

|  |  |  |
| --- | --- | --- |
| **ITEM NO.** | **DESCRIPTION** | **PERCENTAGE OF ITEM COST PAYABLE FOR INTERIM PAYMENT** |
| **1** | **ELECTRICAL AND MECHANICAL EQUIPMENT & SPARES** |  |
|  | 1. Advance against Bank Guarantee | 20 (Contract Value) |
|  | 2. Physical Inspection of Truck Chassis at Site. | 100 (Truck Chassis Cost) |
|  | 3. Inspection of Imported Component at Site.  (D)  insp | 1. (Contract Value) |
|  | 1. 4. Delivery at Site on Receiving of Taking Over 2. Certificate of Complete Buildup Unit | Remaining Balance |
|  |  |  |
| **2** | **Services and Maintenance (Three Years.)** | 100 (Advance against Bank Guarantee) |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
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**SCHEDULE OF PRICES**

**SUMMARY**

**CLIENT / OWNER:- KARACHI WATER & SEWERAGE BOARD**

**NAME OF WORK:- Providing of 10 Nos. Suction Machines & 10 Nos High Pressure Jetting Machines with Six years Fast Moving Spares for Improvement of Sewer Work in Different Districts of Karachi**

# LOCATION:- KARACHI

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Description.** | Amount (Rs. in Million) |
| A. | Providing of New Suction & Jetting Units including 3 Years Services and Maintenance |  |
| B. | Providing of 6 Years Fast Moving Spares for Sewerage Suction & Jetting Units |  |
| **GRAND TOTAL AMOUNT Rs. =** | |  |

**Executive Engineer**

I /We hereby quoted Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only)

execution of above work and I / We hereby undertaking accept

all clauses of SPPR-2010 and comply the Rules of KW&SB.

Signature of Contractor

With name of firm & Seal

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME OF WORK:- Providing of 10 Nos. Suction Machines & 10 Nos High Pressure Jetting Machines with Six years Fast Moving Spares for Improvement of Sewer Work in Different Districts of Karachi**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| SCHEDULE OF PRICES FOR PROVIDING OF NEW SUCTION & JETTING UNITS INCLUDING SERVICE AND MAINTENANCE | | | |

**(A) Description and rate of Items based (On Item rate basis)**

| **Item No.** | **Qty.** | **Description of item to be executed** | **Rate** | | **Unit** | **Amount in Rupees** |
| --- | --- | --- | --- | --- | --- | --- |
| **Amount**  **(in Figures)** | **Amount**  **(in Words)** |
|  | 10 Nos | Providing of Suction vehicle comprising of 7,000 Litres sludge tank 6mm thick shell and 8mm thick dish ends MS construction duly Epoxy coated, Sand blasted and special corrosion resisted paint, Vacuum Pump European Make. All mounted on 18 Ton GVW Truck Chassis. Other details of specifications are available at Part-II |  |  | Each |  |
|  | 10 Nos | Providing of Mobile Jetting Vehicle comprising of 8,000 Liters Jetting Tank, equipped with High Pressure Pump European Make with Power operated 90 Meter long Hose Reel. All mounted on 18 Ton GVW Truck Chassis. Other details of specifications are available at Part-II |  |  | Each |  |
|  | 20 Nos | Services and Maintenance (Three Years) |  |  | Each |  |
| **Total Cost =** | | | | | |  |

|  |
| --- |
| B. SCHEDULE OF PRICES FOR PROVIDING OF 6 YEARS FAST MOVING SPARES FOR SEWERAGE SUCTION & JETTING UNITS |

**(B) Description and rate of Items based (On Item rate basis)**

| **Item No.** | **Qty.** | **Description of item to be executed** | **Rate** | | **Unit** | **Amount in Rupees** |
| --- | --- | --- | --- | --- | --- | --- |
| **Amount**  **(in Figures)** | **Amount**  **(in Words)** |
|  | 10 Nos | 06 Years Fast Moving Spare Parts of both for Truck Chassis and Superstructure of Suction vehicle etc. |  |  | Each |  |
|  | 10 Nos | 06 Years Fast Moving Spare Parts of both for Truck Chassis and Superstructure of Jetting Vehicles etc. |  |  | Each |  |
| **Total Cost of 06 years Fast Moving Spares for 20 Vehicles =** | | | | | |  |

**Note:-** *These spares will be used after passing of one year warranty period.*

*All above Spare parts shall be supplied at KW&SB store with fleet of Suction and Jetting Vehicles (20 Nos)*

**PREAMBLE TO CONDITIONS OF CONTRACT**

PREAMBLE TO CONDITIONS OF CONTRACT

Commencement

**Date**

Sub-Clause 1.1.1.(i)

The date for commencement of the Works is the date of issuance of the Employer’s Written Order to Commence which shall be issued within 14 days of signing of Contract Agreement and also site possession has been delivered.

Defect Liability

**Period**

Defect Notification Period shall be ten (10) months calculated after taking over of the machines and spares by the Employer. The Maintenance period will be Three (03 years).

The defects at site considering structural stability, physical appearance and precautionary measures shall be identified by the Employer.

**The Employer** Sub-Clause 1.1.12.

The Employer is Chief Engineer (E&M)-W, KW&SB, Room # 7, Block- B, 9th Mile Karasaz, Sharea Faisal, Karachi.

Time for Completion

Sub-Clause 1.1.35.

The Time for Completion for whole of the Works is **10 Months** reckoned from the Commencement Date for the project.

STAGES OF WORK TIME OF COMPLETION

Providing of 10 Nos. Suction machines

& 10 Nos high pressure Jetting Machines with Six years Fast moving spares for improvement of Sewer work in different Districts of Karachi. (Stage-1)

Defect Liability Period (Stage-II)

Within 10 months from the date of commencement.

For 03 years after completion of Stage-I

maintenance period

Warranty Period

Sub-Clause 1.1.40.

The contractor should provide manufacturer warranty of 01 year after completion stage of work (stage-I)

Project Manager/ Employer’s Duties & Authorities

Sub-Clause 2.1

The duties & authorities of the Employer are specified in Particular Conditions of Contract.

|  |  |
| --- | --- |
| **Confirmation in**  **Writing** | Sub-Clause 2.6  (i) The Contractor shall notify to the Employer within ten  (10) days, if he requires any confirmation.  (ii) The Employer shall confirm the decision/instruction within ten (10) days of the requirement. |
| **Ruling Language** | Sub-Clause 5.1.  The version in English language (ruling language) shall prevail. |
| **Day to Day Communications** | Sub-Clause 5.2.  The language for day to day communication is English. |
| **As Built- Drawings** | Sub-Clause 6.10  As-Built drawings shall be provided to the Employer within thirty (30) days from the date of issue of Taking-Over Certificate. |
| **Programme to be**  **Furnished** | Sub-Clause 12.1.  The Programme must be submitted in the form of Bar-Chart with critical path/activities for individual activities and overall Project. |
| **Employer’s Equipment** | Sub-Clause 14.4.  There will be no Employer’s Equipment available for use by the Contractor. |
| **Working Hours** | Sub-Clause 18.3.  The normal working hours on the Site are to conform to the applicable labour laws and the existing customs of Pakistan. |
| **Time for Completion** | Sub-Clause 25.1  Period of Completion is as stated under Sub-Clause 1.1.35 hereof. |
| **Earlier Completion** | Sub-Clause 26.3 Not applicable |
| **Delay in Completion** | Sub-Clause 27.1.  Failure of the Contractor to meet the Time for Completion entitles the Employer to deduct from the Contract Price, the liquidated damages @  0.05 % percent of the Contract Price as stated in Letter of Acceptance, excluding Provisional Sums for each and every day, including holidays, of delay or part thereof; but to a maximum limit of 10% of the Contract Price as stated in Letter of Acceptance, excluding Provisional Sums. |
| **Prolonged Delay** | Sub-Clause 27.2.  Maximum amount recoverable from the Contractor by the Employer shall be 10% of Contract Price as stated in the Letter of Acceptance, excluding Provisional Sum. |
| **Terms of Payment** | Sub-Clause 33.1.  In addition to the provisions under Clause 33, the terms of payment shall be as stated in Sub-Clause 33.1 of Particular Conditions of Contract. |
| **Retention Money** | Sub-Clause 33.1.3  Retention money percentage shall be 10% of interim / running payment certificate. However limit of Retention Money shall be 5% of Contract price. This shall be treated as Performance Security. |

|  |  |
| --- | --- |
| **Payment in**  **Foreign Currencies** | Sub-Clause 35.1.  Payment will only be made in local currency. |
| **Payment on Termination for Employer’s**  **Default** | Sub-Clause 46.3.  The additional amount payable by the Employer on termination shall not exceed the actual cost of work executed. |
| **Labour, Materials and Transport** | Sub-Clause 47.1.  The clause is deleted in its entirety. |
| **Notices to Project**  **Manager/ Employer** | Sub-Clause 49.2.  The address of the Employer for notices is the same as given in Sub- Clause 1.1.12 here above. |
| **Applicable Law** | Sub-Clause 51.1.  The Contract in all respects be read and construed and shall operate as a Pakistani Contract in conformity with the Laws of Islamic Republic of Pakistan. |
| **Procedural Law for Arbitration** | Sub-Clause 51.2.  The procedural law for arbitration shall be the Rules of Pakistan Arbitration Act 1940 as amended. |
| **Language and**  **Place of Arbitration** | Sub-Clause 51.3.  The language of arbitration is English.  The place of arbitration is **Karachi**, Islamic Republic of Pakistan. |

### GENERAL CONDITIONS OF CONTRACT

[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

1. **General Conditions of Contract**
2. **Particular Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the 1987 edition, reprinted in 1988 with editorial amendments.)

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by Bidders and its review by the Employer. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all electrical/mechanical Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the Bidders are advised to obtain copies directly from FIDIC.\*

\* Add the following text if the bidding documents, as issued, do not include a copy: “Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12 Switzerland

[fidic.pub@fidic.org](mailto:fidic.pub@fidic.org) – FIDIC.org/bookshop]

**FORMS**

**BID SECURITY PERFORMANCE SECURITY CONTRACT AGREEMENT**

#### MOBILIZATION ADVANCE GUARANTEE

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. Executed on Expiry date

Name of Guarantor (Bank) with address:

Name of Principal (Bidder) with address:

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

Bid Reference No. Date of Bid Opening

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 “Employer”) 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 dated as above for \_ (Particulars of Bid) to the said Employer; and

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

1. that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid,
2. that in the event of;
   1. the Principal withdraws his Bid during the period of validity of Bid, or
   2. the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause

24.2 of Instructions to Bidders, or

* 1. failure of the successful Bidder to
     1. furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
     2. sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

Then the entire sum be paid immediately to the said Employer as liquidated damages and not as penalty for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer 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 for its validity 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 Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer 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 Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden 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: Signature

1. Name

Corporate Secretary (Seal)

Title

2.

(Name, Title & Address) Corporate Guarantor (Seal)

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the day of

(month) 2016 between (hereafter

called the “Employer”) of the one part and (hereafter called the “Contractor”) of the other part.

WHEREAS the Employer 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 Contract Agreement (if completed) b). The Letter of Acceptance

c). The Particular Conditions of Contract d). The General Conditions of Contract e). Employer’s Requirement

f). Preamble to Conditions of Contract g). Specification - Special Provision

h). The completed Letters of Technical and Price Bids i). The Drawings

j). Specifications - Technical Provisions k). The priced Schedule of Prices

1. The completed Schedules to Bid (A to L)
2. Any other document forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer 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 Agreement to be executed on the day , month and year first before written in accordance with their respective laws.

For and on behalf of EMPLOYER For and on behalf of CONTRACTOR

Signature Signature

Name: Name:

**Designation: Designation:**

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

WITNESS: WITNESS:

**Name: Name:**

**Designation: Designation:**

CNIC No. CNIC No.

Signature Signature

Authorized Signatory of remaining part of Documents

(For Client) (For Contractor)

Name: Name:

**Designation: Designation:**

**FORM OF PERFORMANCE SECURITY**

**(Bank Guarantee)**

Guarantee No. Executed on Expiry date

Name of Guarantor (Bank/) 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 “Employer”) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, 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 Employer'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 Employer, 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 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 30, Defects after Taking Over, 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 defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer’s designated Bank & Account Number.

PROVIDED ALSO THAT the Employer 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 Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden 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.

Guarantor

(Bank)

Witness:

1.

Signature

Corporate Secretary (Seal)

Name Title

2.

Name, Title & Address Corporate Guarantor (Seal)

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

Guarantee No. Executed on Expiry date

WHEREAS the (hereinafter called the Employer)

has entered into a Contract for

(Particulars of Contract), with

(hereinafter called the Contractor).

AND WHEREAS the Employer has agreed to advance to the Contractor, at the Contractor’s

request, an amount of (Rs. )

which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure advance payment for performance of his obligations under the said Contract.

AND WHEREAS (Bank)

(hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This guarantee shall expire not later than by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Witness:

1.

Guarantor (Bank)

Signature

Corporate Secretary (Seal)

Name Title

2.

Name, Title & Address Corporate Guarantor (Seal)

## SPECIFICATION – SPECIAL PROVISION

**SPECIFICATIONS - SPECIAL PROVISIONS**

1. DESCRIPTION OF PROJECT

The Employer intends to provide of 10 Nos. Suction machines & 10 Nos high pressure jetting machines with six years fast moving spares for improvement of sewer work in different districts of Karachi and scope described as hereunder and specified herein after.

1. USER REQUIREMENTS

The User Requirements shall have the overriding effect to any and all stipulations of the contract.

* 1. Basic and Overriding Principle

The Basic and overriding requirement under the Contract is to provide of 10 Nos. Suction machines & 10 Nos high pressure jetting machines with six years fast moving spares for improvement of sewer work in different districts of Karachi including but not limited to any and all expenses, costs taxes, levies, etc. The Contract Amount shall be deemed to include but not limited to any and all expenses, costs, taxes, levies etc.

* 1. Monthly Reports

Each month, the Contractor shall submit a Monthly Report upto 10th day of every calendar month.

1. FACILITIES FOR EMPLOYER’S PROVIDED BY THE CONTRACTOR

The Contractor shall provide, operate and maintain the following facilities within 1 week of the Employer’s Order to Commence the Works:-

1. 02 Nos. Desktop Computer **HP, Dell, IBM or equivalent PC**, 6th Generation 4.0 GHz 6 MB Cache Intel Core i7 Processors, 16GB DDR-4 RAM 8 x 2, 2GB Dedicated Graphic Card, 1 Terabit SATA Hard Drive, 19" LED Screen, Giga bit Ethernet LAN along with genuine/ licensed Microsoft Windows 10 operating system and Microsoft Office Professional Edition latest version alongwith 128 GB USB 3.0 Flash Drive and UPS minimum 2 hours backup.
2. 01 No. A-3 Size Color Printer CP 5525 DN or equivalent with monthly provision of color Toner. The Toner will be provided till the completion period or any extended period.
3. 02 Nos. brand new Digital Camera NIKON Coolpix S800c, Canon Power Shot S100, Sony DSC WX50 or other approved equivalent alongwith 4 GB Memory Card, rechargeable cell (4 Nos.), battery charger, pouch, tripod etc.
4. 02 Nos. A-3 size Photocopier (with sorter) with stool, brand new, Cannon brand, as per the approval of the Engineer including supplies and consumable throughout the project duration till issue of completion certificate.

The above equipments shall be in use of the Employer and shall become property of the Employer and as-such will be handed-over to the Employer at Chief Engineer (EM)-W office in good working condition during project.

In case of non-provision of above facilities, the same shall be arranged by the Employer and be deducted from any monies due / becoming due to the Contractor by the Employer alongwith 10% overheads till these facilities are provided satisfactorily to the Employer.

Cost of all above facilities are deemed to be included in the Contract Price and no additional payment shall be made by the Employer to the Contractor under any circumstances.

1. PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS

Unless otherwise specifically stated in the Contract, the price of all work required by the Special Provisions shall be considered to be included in the Contract Price.

1. No alterations or additions shall be made by the Contractor in the Bill of Quantities and rates must be filled in ink or typed out both in figures and words clearly and legibly in the columns provided in the schedule of quantities. All corrections must be initialed by the contractors. Any Tender which does not comply with this condition will be liable to be summarily rejected and not taken into account when preparing comparative statement.
2. The Employer, reserves the right to select all materials and the type, grade, heating capacity and quantity of proportion of any or all materials as required for a particular work. The decision of Employer in this respect shall be final and binding on the Contractor. The rejects on materials must be carted at his own cost. If the rejected materials are not removed within one month of its rejection the materials will become the property of the Employer or will be removed at Contractors cost.
3. ATTENDANCE OF MEETINGS

The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer or his Representative to discuss progress of the work and other matters related to the work and the Contract, without any compensation from the Employer.

1. The Contractor shall bear all expenses of the Employer and his agents and representatives, his agents and representatives if requested by the Contractor for any meetings, instructions and approvals away from the Site.
2. The proceedings of the meetings shall be recorded by the Employer which shall be circulated to all the participants including those of the Contractor. All decisions taken in the meetings shall be binding on the Contractor and shall form part of the Contract.
3. DOCUMENTS NOT TO BE ALTERED OR MUTILATED

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Bid or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Bid based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Employer in any way in making the award. Alterations of already written prices must be signed in the place of alteration by the Bidder or his legally authorized representative.

1. PERSONAL LIABILITY OF PUBLIC OFFICIALS OR EMPLOYER

In carrying out any of the provisions of these specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Employer or his authorized representatives, their personally or in their official capacity, it being understood that in all matters they act solely as agents and representatives of the Employer.

1. FINAL HANDING / TAKING OVER

At the end of the project as explain in the contract, the Employer on application of the Contractor, shall decide the members of the final Handing/ Taking Committee and announce the same to the Contractor. The committee, after inspection of Work, if satisfied that there are no deficiencies or defects due to work of the Contractor shall certify the final Taking Over, and the Employer will then issue a final Certificate of Completion of Work within thirty (30) calendar days thereafter.

Once completion has been formalized and endorsed by the contractor as well as the Employer and Handing/ Taking Over Committee, the work will be regarded as completed for all purpose as per contract agreement although the accounts may not have been settled, no further new works will be authorized against the sanctioned project and not further supplementary estimates or claims may be accepted.

1. EMPLOYER NOT PERSONALLY LIABLE

No member or officer of the Government or the Employer or the Employer's Representative or any one of their respective staffs or their employees shall be in anyway personally bound or liable for the acts or obligations of the contractor under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

1. PROGRESS PHOTOGRAPHS

The contractor shall furnish to the Employer and to the Engineer every two weeks at least six digital photographs to clearly show the progress of construction. Digital photographs should reflect the date. Three hard copies of the same photographs should also be submitted.

**PART-B**

**SPECIFICATION**

**/**

**TECHNICAL PROVISIONS**

**A-1: SUNCTION MACHINE**

**Technical SPECIFICATION** for **Sewerage Cleaning Vehicle**

Recommended Chasis 4x2, RHD

Japanese Make Assembled in Pakistan

GVW: 18 Ton

Engine Horse Power 200-240 HP

Reverse Camera with LED Display in Driver’s Cabin



\*\*Basic design as shown on the picture above, The Suction Boom is not require. However the bidder can offer added feature product.

**SCOPE**

The mobile sewerage cleaning vehicle is ideal vehicle to offer effective solution in City for Sewer Waste Management with a tank capacity of 7000 Ltrs. fitted with an imported, EU origin Vacuum Pump. Complete in all respect to meet the requirement of KW&SB.

All components of this vehicle should be made of approved quality and standard, products, steadily improved and developed. The bidder shall give guarantee for absolute reliability and safety of performance.

**SEWERAGE TANK:**

Capacity: 7000 liters

Design: the tank shall be fabricated from 6mm thick mild steel plate, galvanized and protected against corrosion and abrasion. The tank shall have a hinged rear torispherical dished end door to discharge tank contents plus a filter protected liquor drain with valve and hose to enable decantation of surplus water to sewer for back pressure purpose. The tank prior interior shall be coated with three coats of fire-cured baked-on epoxy or approved equivalent for corrosion in three different shades. Three Nos bawl type level gauge required at dish end to ascertain the quantity of sludge.

Dish End: The tank shall have a hydraulically operated hinged rear dish end door to discharge tank’s contents with hydraulic opening and mechanical locking system. Dish end Ring should be constructed at of 8mm thickness.

Tipping: The complete tank will have hydraulic tipping to control discharge sludge content.

**VACUUM PUMP:**

Type: Air / Water Cooled, sliding vane type

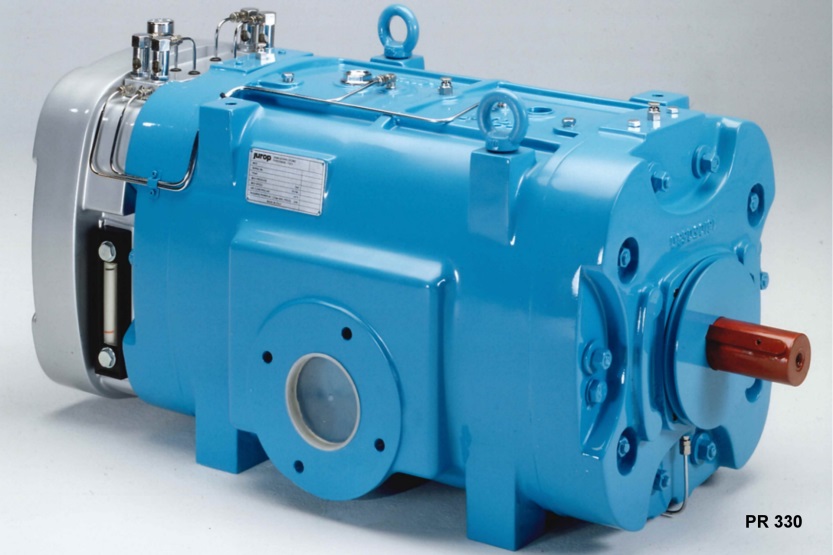
Drive: Hydraulically Driven via HDR motor

Air Flow: 15000 L/min

Max. Vacuum Rate: 95%

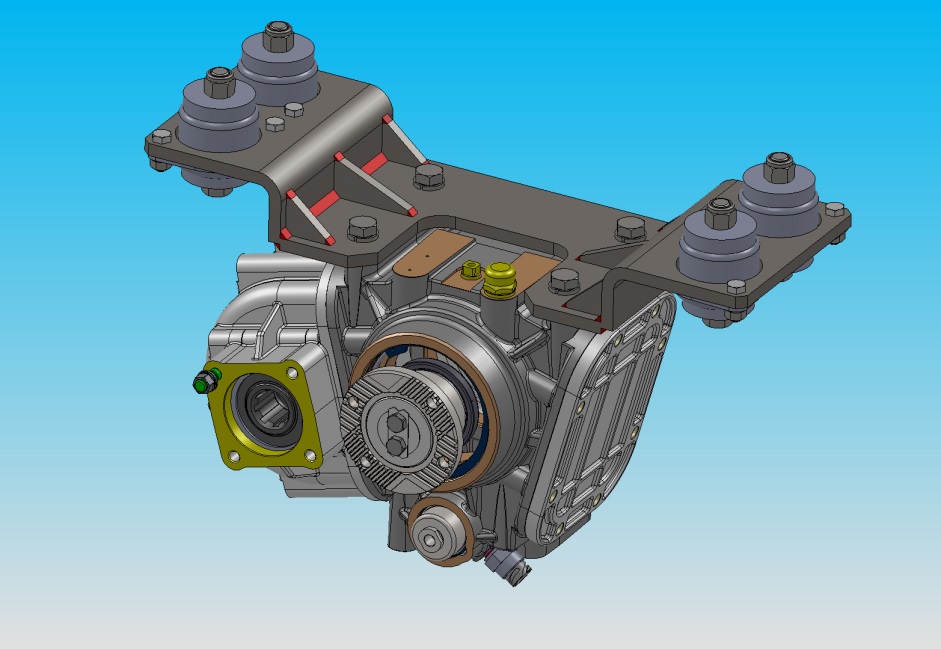
Max. Absolute Pressure: 2bar

Max. Working Speed: 1200-1500 RPM



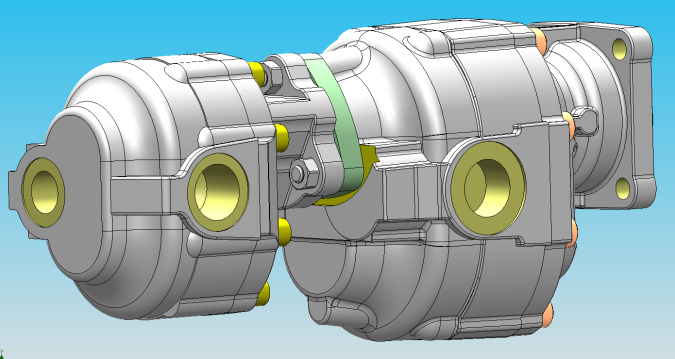
**POWER DIVIDER:**

Power Divider is provided to drive the Pump by means of Vehicle Engine. The power divider is EU origin



**HYDRAULIC GEAR PUMP**:

EU-Origin Tandem Gear hydraulic pump assembly with dual outputs suitable for Suction Pump and for hydraulic tipping and tail gate opening



**AIR FILTER**

Compatible with Suction Pump, clamp open type filter body for easy cleaning / REPLACEMENT OF FILTER ELEMENT.

**CONTROL PANEL**

Control panel: Located at suitable position with all controls in one box i.e. Vacuum Motor, compound gauge, Suction Boom, Dish End opening and tipping

Lettering: By means of Life Long Lettering.

**SAFETY VALVE:** 4 way directional vacuums / safety valve, manual operated vacuum flanged.

**PRIMARY PROTECTION:**

Fitted on the top of the vehicle. Suction air inlet will be fitted with automatic

shut-off valve to avoid tank from overfilling.

**SECONDARY PROTECTION:**

Fitted on the side of the vehicle. Secondary shut-off for protection of vacuum

pump in case primary protection fails

**HYDRAULIC TIPPING OF THE TANK**

Tipping system complete with front-end single-acting cylinder and hydraulic bi-sectional valve for the hydraulic operation of the reservoir tipping and tailgate opening and closing

**HYDRAULIC RESERVOIR TANK:**

Adequate Hydraulic Oil Reservoir Tank is provided with level indicator / side glass. Hydraulic control valve and filtration

**ACCESSORIES:** Locker arrangements for accommodation of necessary accessories will be provided.

|  |  |
| --- | --- |
| 1. Vacuum Pump blade 2. Vacuum Pump bush 3. Level Gauge Bowl Type 4. 4” Dia back pressure valve 5. 4” Dia suction valve 6. Hydraulic fitting pipe ½ “ to 1 ½ “ size 7. Suction pipe with coupling 4” Diax10’ Long 8. Vacuum Gauge 9. Dish and Rubber Seal 10. 4 Way Safety Valve 11. Hydraulic Oil 12. Tool Kit for Chassis / Superstructure 13. Protective Clothing / Overall / Uniform 14. First Aid Kit 15. Fire Extinguisher 1Kg 16. Spare Wheel suitably placed 17. Hose Pipe Lock Arrangement 18. Hand Lamp with extension cable 19. Safety Belt with 50’ Rope 20. Rotating Beacon / Warning light on top of the Roof | One set of each  One set with each vehicle  4 Nos with each vehicle  1 No with each vehicle  1 No with each vehicle  4 set with each vehicle  2 Nos with each vehicle  1 No with each vehicle  2 Nos with each vehicle  1 No with each vehicle  200 Liters drum  1 No with each vehicle  2 Pairs with each vehicle  1 No with each vehicle  1 No with each vehicle  01 No with each vehicle  01 No Built in  01 No with each vehicle  01 No with each vehicle  01 No with each vehicle |

**DOCUMENTATION:**

* 2 sets of Owner Manual instruction books for chassis.
* 2 sets of operation/service manuals and spare parts catalog for superstructure and pump etc.

**Colour:**

* Entire Vehicles shall be Colour with Identification Logo.

(As per direction of KW&SB)

**Training:**

* 3 days familiarization course at Employer Site.

**A-2: JETTING MACHINE**

**Technical SPECIFICATION** for **Jetting Vehicle**

Recommended Chassis 4x2, Right Hand Drive

Japanese Make Assembled in Pakistan

Engine 200/240 HP/2900 Rpm 18 Ton GVW

With build in driver’s Cabin.

Reverse Camera with LED Display in Driver’s Cabin

Cabin (2+1 capacity)



\*\*Basic design as shown on the picture below, However the bidder can offer added feature product.

**SCOPE**

The mobile jetting vehicle is ideal vehicle to offer effective solution in City for Sewer Waste Management with a tank capacity of 7000 Ltrs. Fitted with an imported, EU origin High Pressure Jetting Pump. Complete in all respect to meet the requirement of KW&SB.

All components of this vehicle should be made of approved quality and standards. The bidder shall guarantee for absolute reliability and safety of performance.

**WATER TANK:**

Capacity: 8000 Liters

Material: It is made of Mild steel Sheet of 4 mm thickness with three inside coat of corrosion resistant paint.

Dish end: The cylindrical water tank shall have a fixed rear dish end made of minimum 4mm thick mils steel sheet.

**CABIN:**

Factory built forward control two door tilt double cabins in steel construction, with tilting mechanism, for a crew of 3 person, including driver. The cab is adequately insulated against noise, vibration and extreme temperatures.

Seats: Adjustable driver's seat with headrest and seat belt.

Dashboard: The dashboard is equipped with all necessary gauges, pilot lamps and switches for operation.

Other: All necessary Mirrors are provided.

**HIGH PRESSURE PUMP:**

Type: High pressure water plunger pump

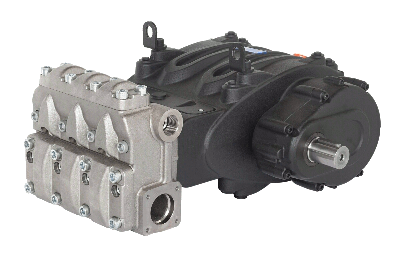
Max. Water flow: 150 LPM

Max. Pressure: 130 bar

Max. Power Intake: 48 HP

Max. Working Speed: 1200-1500 RPM

Make European Origin



**DRIVE ARRANGEMENT OF JETTING PUMP:**

The Power Pack Auxiliary Engine to drive High Pressure Pump shall be of 3-4Cylender water cooled diesel engine having continuous output of 48 HP at 2200-2400 RPM fitted with 12volt Electric starting equipment, Single reduction direct coupled gear box, flange mounted between engine and Pump Head. Engine should be made of reputable make with widely available spare parts in local market.

**LOCATION:**

Both High Pressure Pumps and Auxiliary Engine shall be installed in separate compartment behind Drivers, Cabin with two doors and window on each side.

**POWER OPERATED HOSE REEL WITH HOSE PIPE**:

Size: 1 x hose having 25 mm ID x 90 m long wounded on a hose reel

Material: Inner tube SBR, black, smooth

Reinforcement aramid textile cover black, smooth

Working Pressure: 250 bar

Bursting Pressure: 625 bar

Nozzles: Cleaning Nozzles of different size and design for use in large diameter sewer lines.

Design: Elegant design to meet local working environment & friendly in used whether of operation electronic forwarding & reading measure.

**CONTROL BOX**

Located at rear side. System control box mounted at power rewind Hose Reel with separate speed control lever at the rear.

**STORAGE BOX:** Locker arrangements for accommodation of necessary accessories will be provided on both side of the vehicle.

**ACCESSORIES**

|  |  |
| --- | --- |
| 1. Hose Reel Pipe 25mm x 90m. 2. Seal Set of Jetting Pump 3. Hydraulic fitting pipe ½ “ to 1 ½ “ size 4. 4 Way Safety Valve 5. Nozzle (Century Bomb Jet, High Efficiency Darin Jet, High Velocity Pencil Jet and 15 Degree Fan Jet) 6. Hydraulic Oil 7. Pressure Gauge 8. Hydraulic Pump / Motor Seal 9. Buzzer Alarm 10. Safety Valve 11. Water Level Gauge 12. Tool Kit for Chassis / Superstructure 13. Pick 14. Shovel 15. Ladder 16. Protective Clothing / Coverall / Uniform 17. First Aid Kit 18. Fire Extinguisher 1Kg 19. Spare Wheel suitably placed 20. Rotating Beacon / Warning light on top of the Roof | 1 No with each Vehicle  1 Set with each Vehicle  4 Sets with each Vehicle  1 No with each Vehicle  4 Nos with each Vehicle  200 Liters drum  1 No with each Vehicle  1 Set with each Vehicle  1 No with each Vehicle  1 No with each Vehicle  1 Set With each Vehicle  1 No with each Vehicle  1 No with each Vehicle  1 No with each Vehicle  1 No with each Vehicle  02 Pair with each Vehicle  1 No with each Vehicle  1 No with each Vehicle  01 No with each Vehicle  01 No with each Vehicle |

**DOCUMENTATION:**

* 2 sets of Owner Manual instruction books for chassis.
* 2 sets of operation/service manuals and spare parts catalogues for superstructure and pump etc.

**Colour:**

* Entire Vehicles shall be Colour with Identification Logo.

(As per direction of KW&SB)

**Training:**

* 3 days familiarization course at Employer Site.

**Recommended Parts for Chassis / Vehicles**

|  |  |
| --- | --- |
| Oil Filter  Air Filter  Diesel Filters  Engine Oil  Brake Oil  Gear Oil  Clutch Plate  Pressure Plate  Gas Kit  Side Mirror  Oil Pump  Fuel Pump  Water Pump  General purpose full body harness  Full face respirators | 4 Nos with each Veh  4 Nos with each Veh  4 Nos with each Veh  2 Nos with each Veh  4 Nos with each Veh  10 Liters with each  1 Set with each Veh  1 Set with each Veh  1 Set with each Veh  Left & Right Side 01 Set  1 No with each Veh  1 No with each Veh  1 No with each Veh  1 No with each Veh  1 No with each Veh |

**LIST OF REQUIRED PARTS**

**A-1(a) Fast Moving Spare Parts for Suction Vehicles**

Six years

**Superstructure**

|  |  |  |
| --- | --- | --- |
| S.No | Descriptions | Qty |
|  | Suction Hose 4” x 20 ft long | 10 |
|  | Sight Glass | 80 |
|  | Vacuum pump blades   1. Cooling pump Belt 2. Four way valves | 10 Kits  10  10 |
|  | P.T.O Switch | 05 |
|  | Hydraulic filter | 10 |
|  | Vacuum gauge | 05 |
|  | Hydraulic Hose pipe different sizes | 15 Sets |
|  | Hydraulic pump | 05 |
|  | Gas kit rear gate | 10 |
|  | Control Valve hydraulic | 05 |
|  | Safety Valve Suction | 15 |
|  | Pressure relief valve | 15 |
|  | Kit Primary cut-off | 15 |
|  | Kit Secondary Cut-off | 15 |
|  | Water cooling radiator | 15 |
|  | Hydraulic cooling radiator | 15 |
|  | Vacuum Pump Gas Kit | 10 Kits |
|  | Front Shaft Vacuum Pump | 10 sets |
|  | Rear Shaft Vacuum Pump | 10 Sets |
|  | Vacuum Pump Bearing | 05 Sets |
|  | Hydraulic Jack Seal Set | 05 Sets |

**A-1(b) Fast Moving Spare Parts Suction Vehicles**

Six years

**Vehicles**

|  |  |  |
| --- | --- | --- |
| S.No | Description | Qty |
| 1 | Element Oil Filter | 150 |
| 2 | Filter air cleaner inner | 150 |
| 3 | Filter air cleaner | 150 |
| 4 | Element fuel filter 1 | 150 |
| 5 | Element fuel filter 2 | 150 |
| 6 | Belt cooling filter | 150 |
| 7 | Disc clutch | 20 |
| 8 | Switch oil pressure | 20 |
| 9 | Repair kit clutch | 20 |
| 10 | Repair kit brake | 20 |
| 11 | Pressure plate | 10 |
| 12 | Indicator Lens left | 25 |
| 13 | Indicator Lens right | 25 |
| 14 | Rear view glass | 30 |
| 15 | Wiper blades | 30 |
| 17 | Tire sets | 60 |
| 18 | Reverse light | 30 |
| 19 | Fuses 10 – 15 – 20 A | 120 |
| 20 | Timing belt | 10 |
| 21 | Drive shaft | 10 |

**B-2(a) Fast Moving Spare Parts for Jetting Vehicles**

Six years

**Superstructure**

|  |  |  |
| --- | --- | --- |
| S.No | Description | Qty |
|  | Jetting hose 90m x 1″ø | 60 |
|  | Nozzle Hose different Types | 100 |
|  | Swivel joint 1″ø | 10 |
|  | Hydraulic pump reel | 10 |
|  | High pressure pump | 06 |
|  | High pressure pump repair kit | 10 |
|  | Hydraulic Motor pump | 5 Sets |
|  | Control valve hydraulic | 5 Sets |
|  | Distribution valve set Hydraulic | 5 Sets |
|  | Level indicator tank | 10 |
|  | Hose pipe hydraulic set | 10 Set |
|  | Pressure Relieve valve | 5 |
|  | Safety value | 5 |
|  | Repair kit H.P pump | 10 Sets |
|  | Hour meter pump | 10 Sets |
|  | Belt pump drive | 10 Nos |
|  | Pressure gauge | 10 Nos |
|  | Gear Box Set for Auxiliary Engine | 05 Nos |
|  | Oil / Air Filter Set for Auxiliary Engine | 20 Nos |

**B-2(b) Fast Moving Spare Parts for Jetting Vehicles**

Six years

**Vehicles:**

|  |  |  |
| --- | --- | --- |
| S.No | Description | Qty |
| 1 | Element Oil Filter | 150 |
| 2 | Filter air cleaner inner | 150 |
| 3 | Filter air cleaner | 150 |
| 4 | Element fuel filter 1 | 150 |
| 5 | Element fuel filter 2 | 150 |
| 6 | Belt cooling filter | 150 |
| 7 | Disc clutch | 20 |
| 8 | Switch oil pressure | 20 |
| 9 | Repair kit clutch | 20 |
| 10 | Repair kit brake | 20 |
| 11 | Pressure plate | 20 |
| 12 | Indicator Lens left | 10 |
| 13 | Indicator Lens right | 25 |
| 14 | Rear view glass | 30 |
| 15 | Wiper blades | 60 |
| 17 | Tire sets | 60 |
| 18 | Reverse light | 30 |
| 19 | Fuses 10 – 15 – 20 A | 120 |
| 20 | Timing belt | 10 |
| 21 | Drive shaft | 10 |

**SCOPE OF WORK**

(Service & Maintenance)

03 Years

Bidder after handling over the entire fleet of vehicles (10+10) with satisfactory completion certificate from the Employer shall provide 3 years service and maintenance for both Suction & Jetting Vehicles (10+10). The purpose of this contract for smooth and trouble free operation of the fleet.

Following are the main Scope of Work / Schedule of Work and Procedures.

* The bidder shall assign service team consisting of 1 representative for Chassis + 1 representative for Super Structure (Minimum).
* During the maintenance & service period (3 years) the contractor shall arranged separate dedicated Mobile Workshop Van along with necessary tools and equipments to maintain Chassis and Superstructure portion.
* The maintenance service team shall visit at KW&SB Workshop every month and inspect the entire vehicle in respect of Chassis and Super Structure and provide any repair or services if required.
* The Employer representative shall issue satisfactory performance certificate after completion of each visit.
* A part from mandatory monthly service schedule the bidder shall bound to provide emergency visit in case of any major or minor troubleshooting.
* The bidder shall bound to attend the emergency call within 24 hours of complain at site by the employer.
* During the warranty period all major / minor repair or Parts shall be arranged by the supplier.
* After completion of warranty period (12 Months) and second year of maintenance period any parts required for service shall be arranged by the employer.
* All consumable P.O.L shall be arranged by the Employer during the maintenance period.
* Maintenance service provider shall have adequate staff and tools (Mobile workshop with tools) to meet any emergency situation.
* It will be sole responsibility of the maintenance service providing team of trouble free operation of vehicle during the maintenance period.
* Payment shall be made against submission of advance Bank Guarantee and shall be adjusted @ 30% for 1st year, 30% at 2nd year and final 40% after completion of 3rd year.
* The contractor shall handover brand new Mobile Van Japanese made (Minimum 3 Ton GVW) along with tool sand equipments for maintenance of Chassis and Super Structure Mobile Van Shall be registered in the name of KW&SB with all registration documents from excise and taxation Department within Six month of the Contract.

Initials of Signatory to Bid: …………………………….