



BIDDING DOCUMENTS

OUTSOURCING OF MAINTENANCE OF 200 NO. TUBEWELLS LOCATED IN VARIOUS AREAS OF LAHORE.

MAY 2019

**Director Procurement & Stores
59-F Gulshan-e-Ravi
WASA, LDA, Lahore**

**WATER AND SANITATION AGENCY
LAHORE DEVELOPMENT AUTHORITY, LAHORE**

INTRODUCTION

Water and Sanitation Agency (WASA) LDA is an autonomous body which provides facilities related to Drinking Water, Sanitation and Drainage to the inhabitants of Lahore. WASA Lahore is inserting impetuous efforts to maintain robust level of services. The agency envisions for un-interrupted delivery of services and to come up with the expectations of its consumers. To make services rather more acclamatory, Agency intends to outsource the repair and maintenance of its installations of 200 No. Tubewells located in various areas of Lahore on **LUMP SUM** form of contracting via "Frame Work contract" for a duration of **3 years** starting from the date of signing of contract agreement. The terms and conditions mutually agreed by the both parties.

Sealed tenders (Financial and Technical proposals) are invited from approved/registered and reputed firms having established office(s) at Lahore and registered with firms / companies, experienced in the relevant field, Income Tax/Professional Tax Payers and registered with SECP (Security & Exchange Commission of Pakistan)/ Registrar of Firms/ other relevant Authority,.

PURPOSE OF TENDER.

Water and Sanitation Agency (WASA) LDA invites **single stage two envelopes** tender under PPRA Rules (2014) for **OUTSOURCING OF MAINTENANCE OF 200 NO. TUBEWELLS LOCATED IN VARIOUS AREAS OF LAHORE.**

INSTRUCTIONS TO BIDDER

- 1) Proposals shall be submitted in English language.
- 2) The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals
- 3) The envelopes shall be marked as "Financial Proposal" and "Technical Proposal"
- 4) In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency
- 5) Firms must submit one Original along with 02 Printed Copies of the Technical Bids and Financial Bids. In case of any discrepancy, hard copy of the document would be referred to as the Original prevailing Bid
- 6) The bidder should quote rate after careful study of bid document
- 7) Estimated price of this project contains all sorts of taxes. Bidder must submit bid inclusive of all taxes (Income, PRA)
- 8) The rates should be quoted both in figures as well as in words. Similarly the total amount of the individual items should also be mentioned both in figures as well as in words

- 9) The bid must accompany NTN certificate from concerned Income Tax Office without which the bid will not be entertained.
- 10) Any rebate on tendered rates of item/whole bid cost shall not be accepted.
- 11) The bidder shall fill up the bid schedule and indicate the percentage rate above or below the schedule of rates for the "scheduled items". No percentage premium will be quoted by the bidder against "Non-scheduled items" failing which the bid may be rejected.
- 12) Bid will be valid for the 120 days.
- 13) No tender will be received telegraphically or by post.
- 14) Conditional tender will not be accepted.
- 15) The bidder must provide PRA Certificate along with bid.
- 16) In case the total tendered amount is less than 5% (Five) of the approved estimated (DNIT) amount, the lowest bidder shall have to deposit additional performance security from the Scheduled Bank ranging from 5.00% to 10%.
- 17) The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements
- 18) Any addition, alteration and substitution after submission of bid shall not be accepted
- 19) During the technical evaluation no amendments in the technical proposal shall be permitted and if the employer deems necessary to seek clarifications it will be sought in-writing
- 20) After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period
- 21) The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders
- 22) The lowest evaluated bidder shall be awarded the contract
- 23) Each paper of the tender document has to be stamped and signed by the authorized signatory of the firms / company / contractor
- 24) The bidders shall have to establish its fully equipped services office in the local city.
- 25) The bidders shall quote their bid rate in figures as well as in words
- 26) Cutting / erasing shall be sufficient reason for rejection of the bid
- 27) Any additional information can be obtained from the office during the office hours of the **Director Procurement & Stores** situated at **59-F Gulshan-e-Ravi Lahore**
- 28) The procuring agency may reject all the bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request

- communicate to any bidder, the ground for its rejection of all bids or proposal but shall not be required to justify the grounds
- 29) In case of any dispute the decision of the Dispute Settlement Committee WASA shall be deemed as final to be notified by M.D WASA.
- 30) The Bid documents can be obtained from the office of **Director Procurement & Stores** situated at **59-F Gulshan-e-Ravi Lahore** during office hours
- 31) The Bids should be reached at the office of **Director Procurement & Stores** situated at **59-F Gulshan-e-Ravi Lahore** WASA _____ upto _____ till **12.00 PM** and technical bid will be opened on the same day at **12:30 P.M** at _____

1. TYPE OF OPEN COMPETITIVE BIDDING.

Single Stage - Two Envelopes Bidding Procedure shall be followed. The said Procedure is reproduced as follows:

The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals

The envelopes shall be marked as "**Financial Proposal**" and "**Technical Proposal**"

In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency

The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

During the technical evaluation no amendments in the technical proposal shall be permitted;

After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

The financial bids found technically nonresponsive / unsuccessful shall be returned un-opened to the respective bidders;

The lowest evaluated bidder shall be awarded the contract; and

The Technical proposals will be opened after half an hour of the dead line of submission.

2. SCOPE OF WORK TO BE PERFORMED BY THE FIRM / COMPANY.

- a) Establishment of computerized emergency complaint cell / service center for receiving of complaints round the clock 24/7
- b) Establishment of a smartphone app providing login access to WASA Officers. Each supervisor shall upload pics of at least 10 different tubewells/day with accurate geolocation.
- c) Establishment of proper site office within in the jurisdiction of WASA Lahore for easy and timely access of staff and machineries to problematic site
- d) Ensure the availability of necessary & adequate spare parts/machineries of each capacity/ rating concerning vertical turbine pumps, electric motors, electric panels, wires, transformer, reflex valves, Flow Meter and chlorinator etc required for rectification of defect with in prescribed time line
- e) Time to rectify the complaint shall start right after the lodging of complaint by the client or public till the removal/repair of fault
- f) Responsible for well maintenance of the machinery, to keep the machinery and internal premises of tubewell in good maintained condition i.e cleanliness etc.

- g) WASA operators of tubewells will be placed under the administrative control of firm. Firm will be responsible to supervise their attendance, performance cleanliness of internal/external premises and report the concerned Director (O&M) as well as upload pictures on WASA App.
- h) Provision for supervision of WASA operating staff has been incorporated in the estimated amount of the tender.
- i) To have a close coordination with concerned O&M Directorate of agency
- j) Monthly progress report depicting timeline for attendance of complaint.
- k) Periodic assurance of efficiency of pumping machinery.
- l) Framing of maintenance history card.
- m) Repair of transformer from LESCO registered workshops
- n) Render purchase order of new parts for vetting of its genuineness & originality
- o) Review of log of bore provided by Agency
- p) In case of any supervisory negligence firm shall be responsible
- q) Supervision of WASA operating staff, repair and maintenance of the installation and structure shall be the responsibility of firm.
- r) Firm shall be responsible to ensure surrounding area and environment's good hygienic conditions (cleanliness of Chamber and Machinery). Eradication of epidemics (Dengue etc) and making arrangement for prevention of water stagnation etc.
- s) Chlorine will be provided by the department, the firm shall ensure chlorination as required and in-case of absence of chlorine the firm shall contact through proper means to the concerned O&M Directorate office.
- t) In case of dosage of chlorine found below the required dosage the firm shall be liable to pay the fine @ cost of per day chlorine consumption.
- u) Time schedule shall properly be ensured and maintained by the operator in the logbook.
- v) The Guarantee Test/Integrated System Test of the Facilities shall be successfully completed within 180 days
- w) Surprise visits at tubewell sites may be conducted by WASA, any negligence or short coming shall result in imposition of fine / penalty at the rate of Rs. 5000 per site per day.
- x) Installations shall be in well maintained conditions at the time of handing/taking over to agency after successful completion of contract and it will be ensured through joint inspection of client/firm representatives.
- y) Firm shall be responsible for attendance/resolution of complaints for six (6) months beyond handing/taking over without any additional cost to bind the firm that proper/quality maintenance has been rendered by the firm during contract period.

3. RESPONSIBILITIES OF EMPLOYER:

- a) Lodging of complaints to service center established by firms / companies.
- b) Sharing of installation's location through concerned directorate.

- c) Providing space for stacking of spares.
- d) Providing crane unit (2no) and firm shall be responsible to keep the cranes operative and in well maintained condition (repair & maintenance cost, including but not limited to POL, etc). The expenditure on account of POL shall be born by the firm. The same shall be handed over to agency after completion of contract.
- e) Data regarding bore log.
- f) Scope of work outlining of operating hours (12 to 20) as per requirement viz locality and weather conditions.
- g) Ensure clearance of quarterly submittal invoice of firm by Deputy Managing Director (O&M) & Director Finance in the least possible time but in no case later than 30 days.
- h) The department shall ensure the availability of chlorine as required.
- i) Respective O&M Directorate will arrange field visits to ensure hygienic conditions cleanliness upto the mark, ensuring repair / replacement of parts but not limited to repair of tubewell maintenance / well condition of machinery etc.

4. **TENDER PRICE.**

The quoted price shall be:

- i. In Pak Rupees;
- ii. Inclusive of all Government applicable taxes;

5. **BID SECURITY**

The Tenderer shall furnish the Bid Security (Earnest Money) as under:

- i. For a sum equivalent to Rs._____/ - and denominated in Pakistani Rupees;
- ii. As part of technical bid envelop, failing which will cause rejection of bid;
- iii. In the form of Call Deposit Receipt from any scheduled bank of Pakistan in favour of **Director Procurement & Stores**, WASA, LDA, Lahore;
- iv. Have a minimum validity period of **sixty (60) days** beyond bid validity date from the last date for submission of the Tende
- v. The bid security of unsuccessful bidders will be returned upon signing of contract agreement
- vi. The bid security of successful bidder will be converted into security money.

6. **PERFORMANCE SECURITY:**

The successful bidder shall furnish Performance Security as under:

- i. Within **Fourteen days (14) days** of the receipt of the Acceptance Letter from the Agency;
- ii. For a sum equivalent to **5%** of the accepted tender price.
- iii. Denominated in Pakistani Rupees issued from any scheduled bank of Pakistan.

- iv. In the form of un-conditional bank guarantee in favour of **Director Procurement & Stores**, WASA, LDA, Lahore;
 - v. Performance Security shall be returned after 06-months handing and taking over.
7. **CONTRACT DURATION.**
- The contract duration shall be initially for a period of **three (03) years** starting from the date of signing the contract agreement and it may be extended for further periods on the Terms and Conditions mutually agreed upon by the concerned parties.
8. **MODE OF PAYMENT.**
- The Firm / Company shall provide all necessary supporting documents along with invoice:
- i. The Firm / Company shall submit an Application for Payment at the end of each quarter. The Application for payment shall be accompanied by such invoices, receipts or other documentary evidence as the procuring agency may require, state the amount claimed, and set forth in detail. In the order of the Price Schedule, particulars of the Services and subsequent to the period covered by the last proceeding Payment; if any
 - ii. **5%** of each invoice shall be retained by the agency as a retention money and shall be paid **06-Month** after handing and taking over certificate by WASA.
 - iii. The Agency will pay the invoices within thirty **(30) days** following the verification of bills by O&M wing, in Pakistani Rupees, after completion of the task.
 - iv. The Agency will ensure clearance of quarterly submittal invoice of firm by **Deputy Managing Director (O&M) & Director Finance** in the least possible time but in no case later than **30 days**.
9. **BID VALIDITY**
- The bid shall have a minimum validity period of **(120) days** from the last date for submission of the Tender. The Agency may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing however the bid validity will be extended not more than **120-days** in any case.
10. **REQUIRED DOCUMENTS FOR TECHNICAL PROPOSAL.**
- Documents should be attached along with Technical proposal as per evaluation and qualification criteria

11. **REQUIREMENT DOCUMENTS FOR FINANCIAL PROPOSAL :**

Financial proposal shall be submitted as per bidding documents.

12. **SUBMISSION CRITERIA & SCHEDULE:**

Two separate sealed envelopes each for technical and financial proposal should be submitted in one sealed envelope marked as Tender Documents and addressed to as under:

The Deputy Managing Director (Engg.),
Water and Sanitation Agency, LDA.

Envelopes should be marked the word (“Confidential”) and “Technical Proposal & Financial Proposal” for the respective bid.

The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal under Punjab PPRA Rules 2014 (Rule-35)

13. **OPENING OF THE TENDER.**

Tenders (Technical Bids) shall be opened at a time and date has already been communicated through advertisement i.e on _____ at **12:30 P.M** in the office of **Director Procurement & Stores at 59-F Gulshan-e-Ravi Lahore** in the presence of the bidders / bidder’s representatives who choose to participate. In case, the last date of bid submission falls in / within the official holidays, the last date for submission of the bids shall be the next working day.

14. **EVALUATION OF BIDS.**

First Technical bids will be opened and WASA LDA, will examine the same as per evaluation criteria given hereunder. Financial proposals of only those bidders will be opened who are technically qualified.

EVALUATION AND QUALIFICATION CRITERIA

A. BASIC ELIGIBILITY CRITERIA:

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- a. Experienced in the relevant field.
- b. No blacklisting and No litigation certificate on **Rs.100** stamp paper.
- c. Bank Statement for last **05-years**.
- d. Audit reports of last **05-years**.
- e. Income Tax/Professional Tax Payers (having NTN, PNTN etc).
- f. Registration Certificate with SECP (Security & Exchange Commission of Pakistan)/ Registrar of firm / other relevant Authority / Affidavit of Sole Propertiership)
- g. 01-project of similar nature amounting to at-least Rs. 10 Million completed in last **05-years**.

B. DETAIL EVALUATION CRITERIA

Sr. #	Description	Marks
1	Working Experience	40
2	Tool and plants	15
3	Personnel Capability	15
4	Financial Soundness	30

1. Working Experience

Marks for work experience of the firm or JV shall be awarded on the basis of following criteria:

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	<p>a) Installation of 20 No having at least 02-Cfs capacity each tubewells in last 05-years No marks for less than 20-tubewell or</p> <p>b) Installation of pumping Machinery with the accumulative cost of works: at least Rs. 50 Million including at least one work of worth Rs. 10 Million or above completed in any year of last 05 years. No marks for less than Rs. 50 Million and if proof of at least one work of Rs. 10 Million not attached/done</p> <p>c) Repair & Maintenance of tubewells with the accumulative cost of works: at least Rs. 50 Million including at least one work of worth Rs. 10 Million completed in any year of last 05 years. No marks for less than Rs. 50 Million and if proof of at least one work of Rs. 10 Million not attached/done</p> <p>d) Repair & Maintenance of pumping Machinery with the accumulative cost of works: at least Rs. 50 Million including at least one work of worth Rs. 10 Million completed in any year of last 05 years.</p>	20	No marks if completion certificate (Showing project cost) issued by the client is not attached. If the considered work includes components other than relevant component then only basic part will be considered.

	No marks for less than Rs. 50 Million and if proof of at least one work of Rs. 10 Million not attached/done		
ii)	Financial outlay of projects at Sr. No. (i)(b,c,d) 5 marks for cost equal to Rs.50 Million, in between 50 to 100 Million for each 20% extra of 50-Million one mark will be given upto max 05-marks No marks for cost less than 50 Million or Outlay of projects at Sr. No. (i)(a) 5 marks for 20-No Tubewells, in between 20 to 25 Tubewells, for each additional Tubewell one mark will be given upto max 05-marks No marks for less than 20-tubewell	10	Projects other than projects mentioned at Sr. No. i & ii, No marks if completion certificate (Showing project cost) issued by the client is not attached. If the considered work includes components other then relevant component then only basic part will be considered.
iii)	Firms having manufacturing capability	10	Manufacturers certification must be attached
	Total Marks Of Working Experience		40

2.Tools & Plants

Credit Marks for tools & plants of the firm or JV shall be awarded under this category using the following criteria:

S.#	NAME OF EQUIPMENT / MACHINERY	NO. OF EQUIPMENT	MARKS	Remarks
1	Electronic chain Pulley (minimum 7.5-ton capacity)	3 No.	3	No marks if the manufacturing certificate/Purchase Certificate/Ownership or any other Proof is not attached
2	Mobile tower light with Generator	2 No.	3	
3	Welding Plants	3 No.	1.5	
4	Premium quality bore hole camera	3 No.	3	
5	Lathe machine with tools	1 No.	1.5	
6	Tool Kits, wooden planks and other accessories	3 No. Each	3	
	Total marks equipment (T&P)		15	

3.Personnel Capabilities

Credit Marks for personnel capabilities of the firm or JV shall be granted on the basis of the following criteria:

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	Graduate Engineers		
A	At least 1 No. of Professional Engineers or 2 No. Registered Engineer (Relevant Field i.e. Electrical & Mechanical)	3	Add CV's, experience certificates, affidavit of employee on judicial stamp paper. No marks if required documents are not attached.
B	Experience of Engineers (3 mark for each Professional Engineer with 10+ years of experience and 1.5 mark for Registered Engineer with 5 or more.	3	Add CV's, experience certificates, affidavit of employee on judicial stamp paper. No marks if required documents are not attached.
ii)	DAE Associate Engineers		
A	3 marks if 3 No Associate Engineers with 05-years of working experience in relevant field, Proportionate marks for less No. of Associate Engineers)	3	Add CV's, experience certificates, affidavit of employee on judicial stamp paper. No marks if required documents are not attached.
iii)	Skilled and Unskilled Labour		
	03-No Electrician (05-year experience) 03 No Mechanics (05-year experience) 20-No unskilled Labour (Proportionate marks for less No. of staff)	1 1 1	Add CV's, experience certificates, affidavit of employee on judicial stamp paper. No marks if required documents are not attached.
iv)	Permanent Staff		
A	Business Management Staff (1 No. MBA/M.com with at least 5 years of experience or 2 No. BBA/B.com each with at least 5 years of experience.	2	Add CV's, experience certificates, affidavit of employee on judicial stamp paper. No marks if documents are not attached.
B	Finance Management Staff (1 No. MBA/M.com with at least 3 years of experience or 1 No. BBA/B.com with at least 3 years of experience.	1	Add CV's, experience certificates, affidavit of employee on judicial stamp paper. No marks if required documents are not attached.
	Total Marks Of Personnel Capabilities	15	

4. Financial Soundness

Credit Marks for financial position of the firm or JV shall be awarded on the basis of the following criteria:

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	<p>Available Bank Credit Line Limit</p> <p>a. 6 Marks if the available bank credit line limit is equal to Rs.50 million.</p> <p>b. For available bank credit line limit less than Rs.50 million, no marks</p> <p>c. For the limit more than Rs.50 million but less than Rs.75 million use following weightage $6 + \left[\frac{(A-50)}{50} \times 4 \right]$ A= Available Bank Credit Line Limit</p> <p>d. Full Marks are given in case of credit line limit is Rs.75 million or more</p>	10	No marks if latest bank credit line certificate is not attached
0	<p>Average Working Capital</p> <p>a. 6 Marks if the average capital in last three years is equal to Rs.75 million.</p> <p>b. For average capital less than Rs.75 million, no marks.</p> <p>c. For average capital more than Rs. 75 million but less than Rs.150 million use following weightage $6 + \left[\frac{(A-50)}{50} \times 4 \right]$ A= Average working capital in last three years</p> <p>d. Full Marks are given in case capital is Rs.150 million or more.</p>	10	No marks if Annual Audit Report of last three years duly certified by chartered accountant is not attached.
iii)	<p>Bid Capacity</p> <p>a. 6 Marks if the net bid capacity is equal to Rs.50 million.</p> <p>b. For bid capacity less than Rs.50 million, no marks</p> <p>c. For bid capacity more than Rs.50 million but less than Rs.100 million use following weightage $6 + \left[\frac{(A-50)}{50} \times 4 \right]$ A= Bid capacity</p> <p>d. Full Marks are given if bid capacity is Rs.100 million or more.</p>	10	<p>Net Bid Capacity = Available capital - 20% of the cost of all balance works in hand</p> <p>Available Capital = Available Bank credit line + Average working capital of last three years as per annual audit report.</p> <p>NOTE: Cost of balance works in hand should be attached</p>
	Total Marks of Financial Position	30	

Note: The applicant must score total 65 marks and at least 50% marks in each category, to qualify. If applicant fails to score 50% marks in any of above mentioned categories, will be considered technically non-responsive.

TERMS & CONDITION OF THE TENDER.

1. Upto 5% performance of the project cost shall be taken from firm in shape of bank guarantee to perform the contract and the same shall be forfeited in case of committing any violation from term and conditions.
2. If the firm breach any terms and conditions set forth in the agreement, be penalized with recession of work and in the instant case his entire earnest money/ other securities shall be confiscated/forfeited and works of repair and maintenance of installations covered under this contract shall be got executed at his risk and cost
3. Any addition or deletion of installation shall be proceeded as per pro-rata basis.
4. Disposal of old material, got in the result of replacement, will be the responsibility of firm and the firm will quote the rate by keeping the same into account.
5. In case of any theft or damage to installations firm shall be responsible to repair or to arrange new machinery/equipment to have the installations to be functioning.
6. Any addition / alteration in pumping machinery or contract award which does not come under the purview of contract, shall be dealt as per mutual agreed conditions.
7. The replacement of materials shall be in accordance with and compatible to the existing one
8. The decision of Technical Evaluation committee shall be final and acceptable by the bidders
9. Only concerned / deputed repair(s) shall hold the tubewell chamber and no unauthorized person shall be allowed to enter in tubewell chamber. In case of any activity of unauthorized illegal person is found the firm shall be solely responsible of such activity.
10. Proper handing over from agency and taking over by the firm shall be made on in the start of contract and on expiry of contract period the same handing over by the firm to the agency and taking over by the agency proper inspection shall be made by concerned O&M Directorate.
11. No payments (retention money and performance security) shall be cleared in case tubewell / machinery including structure shall be found dissatisfied to the concerned O&M Directorate.
12. During field visit by concerned O&M Directorate, if operator is found absent from WASA Property (Tubewell) the contactor shall be liable to pay the remuneration of per day operator wages.
13. The firm shall be fully responsible if case of any encroachment at WASA tubewell / property.
14. In terms of delay in complaint lodging, and resulting delay in redressal, the employer may impose penalty.

JOINT VENTURE

15. Joint Venture must comply with the following requirements:

- a) Following are minimum requirements for Joint Venture: -
 - i) In accordance with PEC Bye Laws, Foreign Firms are required to form JVs with local Firms.

- ii) The lead partner shall meet not less than 40% percent of all qualifying criteria given in paras heretofore.
 - iii) Each of the partners shall meet not less than 25% percent of all the qualifying criteria given in paras heretofore.
 - iv) The joint venture must collectively satisfy the technical evaluation criteria. Heretofore, for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity. Individual members must satisfy each of the requirements as mentioned **Evaluation and Qualification Criteria**.
 - v) The lead partner shares shall not be less than 50% and shares of each partner of JV shall not be less than 25%.
 - vi) The JV agreement must registered with sub registrar mentioning the joint and several liabilities with respect to the contract and Joint account of the firms to whom the transactions shall be made.
- b) Any change in a technically responsive/ qualified JV after evaluation, shall be subject to the written approval of the client such approval may be denied if: -
- i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying / technical evaluation criteria;
 - ii) The new partners to a JV are not stand qualified/ responsive individually or as another JV; or
 - iii) In the opinion of the Client, a substantial reduction in competition would result.
 - iv) One firm shall not be partner in more than one JV.
- c) Bid shall be signed by all members in the JV so as to legally bind all partners, jointly and severally, and any bid shall be submitted with a copy of the JV agreement dully registered with sub-registrar providing the joint and several liabilities with respect to the contract.

16. The technically evaluation of a JV does not necessarily qualify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV, each one of the constituent firms may be declared qualified / technically responsive if they meet all the requirements as described in technical criteria and any partner of JV has requested/shall request for the same and then his qualification shall be subject to the written approval of the Client.
17. The Bidder (including all members of a JV) must not be associated, nor have been associated in the past, with the consultants or any other entity that has prepared the design, specifications and bidding documents for the project, or was proposed as Engineer for the contract, over the last five (05) years. Any such association may result in disqualification/ non-responsiveness of the Bidder.
18. A qualified firm/contractor/JV may participate only in one bid only for the contract. If a firm submits more than one bid, singly or as a JV, all bids including that bidder will be rejected.
19. **Equivalency:** Equivalency of any component shall be subject to prior approval from DMD(Engg).

I. Time lines for rectification of defects

Sr. #	Description	Time (hours)	
		Average	Maximum
1	Replacement of top shaft	4	5
2	Replacement of discharge head	5	6
3	Pulling-out and lowering of pump for replacement of shafts, spiders, bushes and sleeves and bowl assembly	24	30
4	Replacement of faulty Electric Motor/Transformers	4	5
5	Replacement of Connector Box	2	4
6	Replacement of capacitors	3	4
7	Replacement of contactor, relays, breakers, switches and meters etc	3	5
8	Replacement of burnt Cables/Provision of cable in case of theft	3	5
9	Replacement of complete Panel	3	5

Note: Replacement of parts should be with genuine principle parts and O&M wing will issue certificate of the same after checking of genuineness and correctness. Any delay from maximum prescribed time to rectify the complaint will be penalized for amounting to Rs.5,000/ hour which will be deducted from quarterly submittal of payment invoice. 5 consecutive delays will result in cancellation / termination of work award and work will be executed on firm's risk / cost.

**LETTER OF TECHNICAL BID
&
SCHEDULES TO BID**

LETTER OF TECHNICAL BID

Tender No.:

.....

.....

[Name of Works]

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.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Pak **Rs.**.....**DCR No.**
Dated .../.../..... **Issued by** **Bank, Branch Name/Code**.....drawn in the favor of, or made payable to the Employer, and valid for a period Days beyond the period of validity of Bid.
4. 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.
5. We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted to execute the Performance Security referred to in Clause 06 of bidding documents for the due performance of the Contract.
8. 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.
9. We do hereby declare that our firm, including any subcontractors or suppliers for any part of the Contract, have 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]*.
10. We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest.
11. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
12. 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 201...

Signature in the capacity of duly authorized to sign the Bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal of Bidder)

Bidder's Address

.....

Witness:

Signature:

Name:

Address:

.....

Occupation

LETTER OF PRICE BID
OUTSOURCING OF MAINTENANCE OF 200 NO. TUBEWELLS LOCATED IN
VARIOUS AREAS OF LAHORE

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 Pak Rupees (Rs.) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
4. 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.
5. We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted to execute the Performance Security referred to in Clause 6 of Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

9. 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.
10. 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 201...

Signature in the capacity ofduly authorized to sign the Bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal of Bidder)

Bidder's Address

.....
.....

Witness:

Signature:

Name:

Address:

.....
.....

Occupation

STANDARD FORMS

Standard Forms include the following:

Form of Contract Agreement

Form of Performance Security
(Bank Guarantee)

Form of Bank Guarantee/Bond for Advance Payment

Integrity pact

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____(month) 20____ 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
 - (b) The Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) The Preamble to Conditions of Contract
 - (e) The Particular Conditions of Contract
 - (f) The General Conditions of Contract
 - (g) The priced Schedule of Prices
 - (h) The completed Schedules to Bid
 - (i) The Specifications
 - (j) The Drawings
 - (k) Standard Conditions for Work
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 Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

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 WASA, Lahore, 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 _____

_____ Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF BANK GUARANTEE/BOND FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

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 Rupees _____ (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.

Guarantor (Bank)

Witness:

1. _____ Signature _____

_____ Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

INTEGRITY PACT

[To be filled and signed by the Bidder on Judicial Stamp Paper of Rs. 100]

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. P&S/25.01/_____

Dated _____

Contract Value: Rs. _____

Contract Title: **OUTSOURCING OF MAINTENANCE OF 200 NO. TUBEWELLS LOCATED IN VARIOUS AREAS OF LAHORE**

..... [Name of Supplier/ Contractor / Manufacturer] 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/ Contractor / Manufacturer] 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/ Contractor / Manufacturer] 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/ Contractor / Manufacturer] 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/ Contractor / Manufacturer] 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ [Name of Supplier/ Contractor / Manufacturer] 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]