

**KARACHI WATER & SEWEARGE BOARD**  
**9<sup>th</sup>MILE KARASAZ, SHARA-E-FAISAL, KARACHI**

**VOLUME - I**  
**(Technical Bid)**

**TENDER DOCUMENT**

**SUPPLY OF POTABLE WATER FROM**  
**MIANWALI PUMPING STATION HYDRANT**  
**KW&SB**  
**THROUGH TANKER SERVICE**  
**TO**  
**DISTRICT KEAMARI KARACHI**

Issued \_\_\_\_\_ to:

Date: \_\_\_\_\_

Issued by: \_\_\_\_\_



**KARACHI WATER & SEWERAGE BOARD**  
**OFFICE OF THE SUPERINTENDING ENGINEER (HS - TO)**

Room 11, Block C, 9<sup>th</sup>Mile, Karsaz, Shakra-e-Faisal, Karachi

Phone: 99245020 Web: [www.kwsb.gos.pk](http://www.kwsb.gos.pk) Fax No: 99245020

**NOTICE INVITING TENDER FOR AUCTION OF**  
**WATER HYDRANT IN KEMARI DISTRICT**

KW&SB invites **Waxed Sealed Bid** for **Auction** of Kemari District Hydrant for Two Years on offer Rate basis from interested contractors / firms /only two firms (1+1) can make a joint Venture, Clearly stating the lead Firm Or Proprietor with at least 60% sharing having relevant experience of providing services of similar nature under **Two Stage - Two Envelope Procedure** as per existing / previous practice in vogue in KW&SB.

S.No	Name of Hydrant and Location	Bid Security	Tender Fee	Time for Completion
1.	Potable Water Supply Through Tankers to District Keamari, from Mianwali pumping station Hydrant Manghopir Road Karachi.	2% of quoted Amount	10,000/-	Two years (730 days)

1. Eligibility: Valid Registration with Income Tax, Sales Tax and Sindh Revenue Board (SRB) if applicable. Registration with Regional Transport Authority / Commercial License for running Tankers, fitness certificate of vehicle from RTA. (clearly specified water tanker on Registration Book and Road Permit)
2. Full detail of Services and other terms & condition including evaluation criteria are set forth in bidding document, which can be purchased from the office of the Accounts officer (HS/TO), KW&SB. Room No16. Block C. 9<sup>th</sup>Mile Karsaz, Karachi by depositing fee of Rs 10,000/- (Non-refundable) in Shape of Demand Draft / Pay Order in favor of KW&SB from the 1st day of issuance of tender publication in newspaper up to last date of issuance 25-10-2021.
3. The bidder shall submit only Technical Bid with the relevant Document (Original + Copy) to be closed in waxed sealed envelope and marked as "**TECHNICAL BID**" for the "Mianwali pumping station Hydrant Manghopir Road Karachi." along with 10 Million Pay Order / Demand Draft through company firm Own account in favor of KW&SB from schedule Bank of Pakistan.
4. The Financial Bid with relevant documents ( Original + Copy) to be submitted in a waxed sealed envelope and marked as "**FINANCIAL BID**" for the " Mianwali Pumping Station Hydrant, Manghopir Road" of Technically Qualified Bidders along with rest of Bid Security as per Bid Price.
5. Technical Bid shall be placed along with Pay Order for Pak Rs 10.00 Million through Company/Firm's on account in favor of KW&SB from schedule Bank of Pakistan as Token Money in Single Envelop to be waxed sealed and marked as "**Technical Bid**"
6. The clearance / details, if required, can be asked from the convener of procurement Committee on the following office address:



**The Superintending Engineer District Malir/ Convener Procurement Committee  
Karachi Water & Sewerage Board  
First Floor, Block-B DMD(TS) Committee Room, 9<sup>th</sup> Mile Karsaz Karachi**

7. The bid should be dropped in tender box to be kept in Committee Room DMD (TS) Office Block-B, 9<sup>th</sup> Miles, Main Shahra e Faisal, Karsaz Karachi on 26-10-2021 at 03:00 P.M
8. The Technical proposal/Bid will be opened on same day i.e. 26-10-2021 at 03:30 pm in presence of parties who wish to be present.
9. Financial proposal of the technically passed/ evaluated/ responsive accepted bidders shall be acquired through letter on their postal address(etc).
10. Financial proposals must contain Earnest Money @2% (Two Percent) of quoted amount inclusive 10 Million of Technical Bid's Pay order / Demand Draft along with the quoted amount in the Shape of Demand Draft / Pay Order or Bank Guarantee from Schedule Bank of Pakistan through company's own account Karachi in favor of KW&SB and fulfillment of other prescribed formalities, which shall be opened at same venue as specified in a letter in presence of all successful bidders.
11. The Bidder must mention their complete and correct present Postal Address and contact number in Bid Documents & quote the rates both in words & figures. Incomplete /Conditional Tenders will not be accepted.
12. Bid must be in waxed sealed.
13. Unsealed bids will not be received / entertained / Rejected.
14. The Bid(s) will not be received / entertained after the deadline as mentioned above.
15. Pre- Bid Meeting of Procurement Committee shall be held **on 18-10-2021 at 12:00 Noon in Committee Room of DMD(TS) / Office KW&SB, Karsaz, Shahra e Faisal, Karachi** for any clarification, query (ies) of the bidders KW&SB shall not be entertained any request or respond to the queries raised after the date of pre-bid meeting.
16. The KW&SB reserves the rights to accept reject any or all tender subject to the existing practice in vogue in KW&SB.
17. Tender documents can be downloaded from KW&SB official website <http://www.kwsb.gos.pk> in case the documents are downloaded. The bidder should submit pay order in F/O KW&SB amounting to Rs. 10,000/- in respect of tender fees at the time of submission of bidding documents the pay order date should be on or before 25-10-2021.
18. In case of any unforeseen situation resulting in closure of the office on the date of submitting /opening or if government declares holiday, the tender shall be submitted / opened on next working day at the same time and venue.

**SUPERINTENDING ENGINEER (HS/TO)  
KARACHI WATER & SEWERAGE BOARD**



## INSTRUCTIONS & DIRECTIONS FOR THE GUIDANCE OF THE BIDDERS

### A-GENERAL

1. These directions are provided to assist the Bidder in preparing and submitting tender. The Tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.
2. The invitation for bids is open to all Bidders who meet the eligibility requirements as set forth hereunder:
3. The Bidder will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of his Bid.
4. The successful bidder shall be ultimately responsible for the quality of the services and their conformity with the specifications and terms and conditions of the tender.
5. The Bidder shall at his own expense, inspect and examine the site and surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing the Bid and entering into the Contract Agreement, and shall determine and satisfy himself by such means as he may consider necessary or desirable as to all matters pertaining to the tender.
6. The Tender shall fill up each and every single bid schedule to the bid in the attached bidding documents as applicable.
7. Conditional Bids will not be accepted.
8. The Contractor shall take no advantage of any apparent error or omission in the specifications provided in the Tender Documents and shall inform KW&SB, if revealed, to make such corrections and interpretations as necessary to fulfill the intent of the specifications prior the submission of the bid. KW&SB shall inform about the changes to all the bidders in writing. The addendum shall constitute an integral part of the Contract.

### B-BIDDING DOCUMENTS

#### 9. Contents of Bidding Documents

9.1 In addition to the Notice inviting Tenders, the Tender Documents are those stated below:

- (i) Instructions to Bidders
- (ii) General Terms and Conditions
- (iii) Special Terms and Conditions
- (iv) Volume-1 Technical Bid
- (v) Volume - II Financial Bid
- (vi) Technical Specifications
- (vii) Forms (Integrity Pact, Performance Guarantee, Contract Agreement)



- 9.2 The Bidders are expected to examine carefully the contents of all the documents forming part of the Tender. Failure to comply with the requirements of bid submission will be at the bidders own risk.
- 9.3 Tenders which do not fulfill all or any of conditions or are submitted incomplete or are not in accordance with the terms of the Tender Documents in any respect will be rejected.
- 9.4 Bidders shall be required to submit the valid/certified documents in support of their initial / eligibility criteria along with the Technical Bid. The Bidder shall also submit acetified copy of the bidders' income tax, Sales tax and SRB certificate if applicable.
- 9.5 KW&SB reserve the rights to accept, reject any are all tender subject to existing practice in vogue KW&SB.

## 10. Clarification of Bidding Documents

- 10.1 An interested Bidder, who has obtained the Tender Documents, may request for clarification of the contents of the Tender Documents in writing at the following address and the KW&SB shall respond to such query (ies) in writing within three calendar days from receipt of the query (ies), provided that any such query is received at least (07) Seven calendar days prior to the Bid Opening Date (Technical proposal).

The Superintending Engineer (District Malir)/ Convener Procurement Committee  
Karachi Water & Sewerage Board  
First Floor Block-B Committee Room of DMD(TS)  
9<sup>th</sup> Miles Karsaz, Shahra e Faisal, Karachi.

- 10.2 Any clarification in response to a query by any bidder shall be communicated to all parties who have obtained the Tender Documents. The queries received and response communicated shall also be posted on the KW&SB website [www.kwsb.gos.pk](http://www.kwsb.gos.pk).
- 10.3 A Pre-Bid Meeting will also be held on **18-10-2021 at 12:00 p.m. at First Floor Block-B Committee Room DMD (TS) 9th Miles Karsaz, KW&SB, Shahara e Faisal Karachi** to address the queries of interested bidders. All participants shall sign the attendance sheet with name and designation. The minutes of the Pre-Bid Meeting shall be communicated to all parties who have obtained the Tender Documents and shall also be posted on the website of the SPPRA and KW&SB indicated above.

## 11. Amendment of Bidding Documents / Cancellation of Bid Process

- 11.1 KW&SB shall re-issue the Notice inviting Tenders, if it is convinced in its soled discretion that there is a material infirmity or ambiguity in the Tender Documents which cannot be addressed without modifying the contents of the Bidding Documents.
- 11.2 KW&SB may cancel the Tender process at any time prior to the Bid Submission Date for any reason and the KW&SB shall incur no liability in this regard to bidders who have purchased the Tender Documents subject to relevant provision in Vogue in KW&SB
- 11.3 KW&SB shall intimate the cancellation of the Tender process to all bidders who purchased the Tender Document together with the initial bid security. The notification shall also be published on the website of the KW&SB as mentioned above.



## C-PREPARATION OF BIDS

### 12. Language of Bid

12.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid. Exchanged by the Bidder and the KW&SB 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 it is accompanied by an English translation. For the purposes of interpretation of the Bid, the English translation shall govern.

### 13. Bid Security

13.1 Each Bidder shall furnish, as part of his bid, a Bid Security in an amount equivalent to 2% (Two percent) of the bid price inclusive initial 10 Million with Technical Bid valid for 28 days beyond the bid validity date.

13.2 The Bid Security shall be in the form of a Demand Draft / Pay Order made out in favor of KW&SB from company own account.

13.3 Any Technical/ Financial Bid not accompanied by the Bid Security as explained above & below shall be rejected by the KW&SB.

13.4 The Bid Security of unsuccessful bidders shall be returned by the KW&SB upon award of contract to the successful bidder or within 10 days after of the expiry Bid Validity period (90 days) whichever is earlier.

13.5 The Bid Security of the Successful Bidder shall be returned when the bidder shall furnish the required 10 % Performance Security in shape of Bank Guarantee /demand draft or Pay order from any Scheduled Bank of Pakistan in favor of KW&SB and signed the Contract Agreement

13.6 The Bid Security may be forfeited:

- (a) If the bidder withdraws his bid during the Bid Validity Period: or
- (b) If the bidder submitted fake / forge documents.
- (C) In the case of a Successful Bidder, the Successful Bidder fails to, furnish the Required Performance Security/Security Deposit in accordance with the terms and conditions of the Tender Documents or sign the Contract Agreement in Accordance with the terms and conditions of the Tender Documents.

### 14. Validity of Bids

14.1 Bids shall remain valid for a period of 90 days from the date of opening of Bids (Bid Validity Period)

14.2 Extension of Bid may be allowed subject to the approval of the competent authority and with the reasons to be recorded in writing.

14.3 Whenever an extension of bid validity period is requested. bidder(s) shall have the right to refuse to grant such an extension and withdraw their bids and bid security shall be returned forthwith.

14.4 The Bidders who:

- a) Agree to extension of the bid validity period shall extend validity of the bid security for agreed extended period of the bid validity:
- b) Agree to KW&SB's request for extension of bid validity period shall neither be requested nor permitted to change the price or other conditions of their bids.



## D-FORMAT OF BID AND BID SUBMISSION

### 15. Completion of Bid

- 15.1 All schedules to the Bid are to be properly completed and signed
- 15.2 No alteration is to be made in the Form of Bid or in the Schedules. If any alteration is made or if these instructions are not fully complied with the bid may be rejected.
- 15.3 Each bidder shall prepare 1 (one) original and 1 (one) duplicate copy of the documents comprising the bid as described hereunder and marked in the manner prescribed hereunder. In the event of any discrepancy between the two, the original shall prevail.

### 16. Format of Bid

- 16.1 The Bid consists of two parts:  
Technical Bid  
Financial Bid

### 17. Submission of Bid

- 17.1 The submitted Bid shall comprise a waxed sealed envelope marked as Technical Bid.
- 17.2 Each Bidder shall submit his bid as under:

(a) The Tender Document [**Technical Bid**] with the relevant enclosures (Original + Copy) to be enclosed in a waxed sealed envelope and marked as **"A Technical Bid for - Water Supply to District KEAMARI Karachi"**

(b) [**Financial Bid**] of successful technical bidders with relevant enclosures (Original + Copy) to be required a waxed Sealed envelope and marked as **"KW&SB Tender - Water Supply to District KEAMARI. Karachi -Financial Bid"**. Along with bid security as specified in I Bid.

(c) The Technical Bid to be waxed sealed envelope and addressed to and marked as follows:

The Superintending Engineer (District Malir)/ Convener Procurement Committee  
Karachi Water & Sewerage Board  
First Floor Block-B Committee Room of DMD (TS)  
9<sup>th</sup> Miles Karsaz, Shakra e Faisal, Karachi.

***Bid for Supply of Water to District Keamari (Karachi)***

(d) In addition to the marking required in sub-clauses (a) and (b) above, envelope, i.e. the envelope containing the Technical Bid shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, non-responsive, rejected, disqualified, or is required to be returned for any other reason in accordance with the terms of the Tender Document.

- 17.3 Bids may be submitted by hand or by courier only. However, interested parties sending their Bids by courier will do so solely at their own risk and KW&SB shall not bear any liability for any bid that is not received by the Bid Submission Date & Time due to loss or delay in delivery by courier,



## **18. Deadline for Bid Submission**

- 18.1 Bids must be received by the KW&SB at the address specified above not later than 3:00 pm on 26-10-2021.
- 18.2 Upon request, acknowledgement of receipt of Bids will be provided to those making delivery in person or by messenger.

## **E-BID OPENING AND EVALUATION**

### **19. Opening of Technical Bids**

- 19.1 The Technical Bids shall be opened in the presence of all the bidders, or their representatives, who may wish to be present in person at the place mentioned in the Notice Inviting Tenders
- 19.2 All bidders or their authorize representatives in attendance shall be required to sign an attendance sheet.
- 19.3 Any and all bids submitted after the time prescribed or without initial 10 Million Pay order along with bidder's **Technical Bid** shall not be considered and shall be returned without detail evaluation.

### **20. Evaluation of Technical Bids**

- 20.1 The Procurement Committee of the KW&SB shall evaluate the technical bids in the manner prescribed without reference to the price and reject any proposal which does not conform to the specified requirements.
- 20.2 No amendments in the technical proposal shall be permitted during the technical evaluation
- 20.3 The Financial Proposals of bids found to be submitted by those whom technically responsive
- 20.4 The Procurement Committee of the KW&SB shall issue the minutes of the opening of the Technical Bids to each Bidder who has submitted a bid within 3 days of opening of the Technical Bids and shall also be published on the website of the KW&SB.
- 20.5 The Procurement Committee of the KWSB reserves the right to ask the bidder any original document(s) for verification and authentication of the copies of the documents provided by the bidder along with the Technical Bid.
- 20.6 The bidder shall stand disqualified for providing false statement, fake or forged documentation or found to mislead through disinformation. The bidder shall be held responsible for any or his entire act to influence the procurement procedure by means of concealment of facts and shall be disqualified at any stage of procurement on revealing of such practice and forfeit initial Bid Security.

### **21. Opening of Financial Bids**

- 21.1 The Financial Bids of technically qualified bids shall be opened in presence of qualified bidders at a time, date, and venue to be announced by the KW&SB and communicated to the successful bidders at least 3 days in advance of the proposed date through letter.
- 21.2 The bidders in attendance shall be required to sign an attendance sheet.
- 21.3 The bid found to be the highest priced or most advantageous bid shall be accepted and such bidder shall be awarded the Contract.
- 21.4 The official chairing the procurement committee shall encircle the rates and all the members of the procurement committee shall signed each and every page of the Financial Proposal
- 21.5 The Procurement Committee of the KW&SB shall issue the minutes of the opening of the Financial Bids to each Bidder within 3 days of opening of the Financial Bid and shall also be published on the website of the KW&SB.





## F-AWARD OF CONTRACT

### 22. Award of Contract

- 22.1 The bidder with the highest submitted bid price cost, shall be awarded the Contract.
- 22.2 Prior to the expiration of the Bid Validity Period, the KW&SB will notify the successful bidder in writing (Letter of Award") that his bid has been accepted.
- 22.3 The Letter of Award and its acceptance by the bidder will constitute the formation of the Contract Agreement. The terms and conditions of the Tender Documents including without limitation, the General Terms and Conditions and Special Terms and Conditions and Quoted Bid price of the financial proposal shall form and be construed to form an integral part of the Contract Agreement.
- 22.4 Within fifteen (15) days of the award of the contract, the KW&SB shall publish on the website of the KW&SB, the results of the bidding process, as well an evaluation report, Form of Contract and Letter of Award as per existing practice in vogue in KW&SB.
- 22.5 Within seven (28) days of furnishing by the successful bidder of the Performance Guarantee. the KW&SB and Successful Bidder shall enter into the Contract Agreement (Draft of which Contract Agreement is contained in Forms of the tender Document)
- 22.6 Upon signing of the Contract Agreement, the KW&SB shall notify the other bidders that their bids have been unsuccessful and their bid security shall be returned.

### 23. Performance Guarantee

- 23.1 The successful bidder is required to furnish Performance Guarantee in the form of Bank guarantee / pay order or demand draft of 10% of the total quoted price (inclusive initial 10 Million of Technical Bid) of the bid from any scheduled bank of Pakistan in Karachi.
- 23.2 The performance guarantee shall be furnished within 14 days after the issuance Letter of Acceptance in an appropriate form and amount as provided Ibid.
- 23.3 The validity of performance guarantee shall extend 90 days beyond the date of completion of the contract.

### 24. Force Majeure

- 24.1 Failure on the part of the parties to perform their obligations under the contract will not be considered a default if such failure is the result of the event of force majeure.

#### IMPORTANT NOTE

**The Bidder Need to sign and stamp Each and Every Page of the Technical and Financial Bid.**

**Financial Bid should be Detached and submitted in Separate Envelop as mentioned.**

**Bid Security / Earnest Money shall enclose with Financial Bid.**



**KARACHI WATER & SEWAGE BOARD  
9 MILE KARASAZ, SHARA-E-FAISAL, KARACHI**

**TENDER DOCUMENT**

**SUPPLY OF POTABLE WATER FROM  
MIANWALI PUMPING STATION HYDRANT  
MANGHOPIR ROAD - KW&SB  
THROUGH TANKER SERVICE  
TO  
DISTRICT KEAMARI KARACHI  
VOLUME - I  
(Technical Bid)**

SUBMITTED BY:

<b>Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Fax No.</b>	
<b>Email Address</b>	
<b>Name of Authorized Person</b>	



## LETTER OF OFFER

On company / firm letter head

[DATE]

The Superintending Engineer District Malir / Convener Procurement Committee  
Karachi Water & Sewerage Board.

First Floor Block-B Committee Room of DMD (TS)  
9<sup>th</sup> Miles Karsaz, Shakra e Faisal, Karachi.

### **Tender for potable water supply through tankers to District Keamari, Karachi**

Dear Sir,

1. Having examined and understood the terms and conditions the Bidding Documents for and in connection with the execution of the above captioned services, We/I, the undersigned, hereby submit our technical bid for consideration in accordance with the terms and conditions of the Bidding Documents.
2. We understand that all documents attached hereto form part of this Bid & Signed.

\_\_\_\_\_  
[Name]

[Designation]



## INSTRUCTIONS TO APPLICANTS SUBMISSION OF APPLICATIONS

*[Notes: Bidders to provide the following information together with evidence. Bidders to review the Eligibility Criteria. Special Terms and Conditions of Bid Document for details when completing this section. Bidders to remember to submit one Original and one duplicate Copy]*

### 1. Eligibility

- a) Valid Commercial License for ply vehicles from concerned authority.
- b) No Vehicle and Drivers are allowed whose FIR lodge by KW&SB in theft's case or supplying of health hazard contaminated water case.
- b) Registration with FBR. Sales Tax and SBR.
- c) Valid Registration of vehicle with Regional Transport Authority with clearly specified WATER TANKER on Road Permit.
- d) Valid Registration of vehicles with Excise & Taxation Department with clearly specified WATER TANKER on registration Book and Paid vehicles Tax upto contract period.
- e) No Dues Certificate from KW&SB of previous contract
- f) All bidders must to show the documentary evidence of previous hydrant operations.

### 2. Non - Responsive Bids / Disqualification

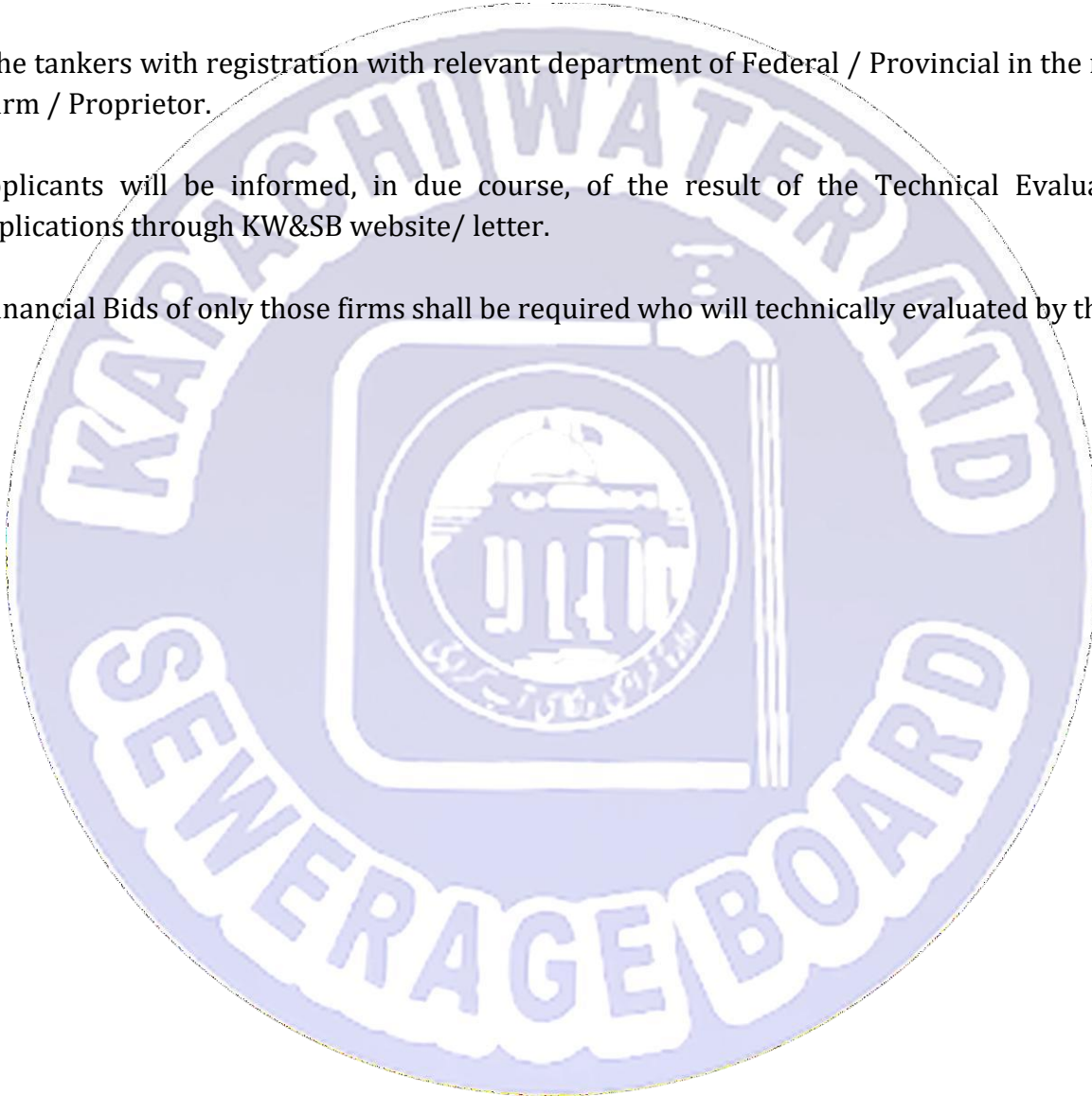
- 2.1 Non-registered bidders with Federal Board of Revenue and Sindh Board of Revenue shall be disqualified and their bids will be declared Non Responsive,
- 2.2 If the firm, proprietor and/or any affiliated company (ies) is or has been black listed by KW&SB or other government department shall be considered ineligible and shall be disqualified and will be declared Non Responsive,
- 2.3 If the firm, proprietor and/or affiliated companies) is or has been found to be involved in criminal act of water theft or running illegal water hydrants and against whom FIRs has been lodged by KW&SB shall be disqualified and will be declared Non Responsive

### 3. Evaluation of Eligible Technical Bids

- 3.1 Each Bidder shall submit audited financial statements and Returns to FBR for the last 3 years.
- 3.2 If the firm, proprietor and/or affiliated company (ies) are involved in litigation with KW&SB or any other department in the last five years shall be required to submit an affidavit together with the technical bid to this effect.
- 3.3 Evaluation of Technical Bids found eligible shall be completed in accordance with the provisions as per Evaluation Criteria given in the document.
- 3.4 Auction / Bid is open for the reputed firms / proprietors/JV who are registered with concerned Provincial / Regional Transport Government authorities. Income Tax Department, Sales Tax Department and Sindh Board of Revenue having sufficient experience in the relevant trade with a sound financial position and fleet of vehicles at least 60 Nos. and last three years bank statements and returns.



- 3.5 Interested firms shall tender a affidavit on Rs 1000 Non judicial stamp paper to the effect that the applicant is not involved in litigation with any department nor has ever been black listed by an department.
- 3.6 The bidder(s) should own fleet of minimum 60 tankers no duplication of specified capacities as defined in the document in his name. In case of JV the associate firms should own minimum of 60 fresh tankers in their respective names any of the JV partner and the leading firm having owner 60% fleet / Tankers shall be leading partner as specified in JV agreement. JV agreement shall be attached on Non Judicial Stamp paper. All or any affiliated company (ies) / proprietor / firms forming JV shall comply with other qualification criteria.
- 3.7 The tankers with registration with relevant department of Federal / Provincial in the name of Firm / Proprietor.
- 3.8 Applicants will be informed, in due course, of the result of the Technical Evaluation of applications through KW&SB website/ letter.
- 3.9 Financial Bids of only those firms shall be required who will technically evaluated by the PC.



#### 4. EVIDENCE OF BIDDERS TECHNICAL CAPABILITIES

Sr. No	Information to be supplied
1.	Name of bidder and business address and contact details (telephone and e-mail)
2.	Type of firm whether individually owned, partnership. corporation and names of its owners or partners
3.	Registration with Federal Board of Revenue and Sindh Board of Revenue (Income Tax number, Sales Tax Number, Service Tax Number)
4.	Complete details of each tanker no duplication proposed to be used as prescribed in Special Conditions of Bid (including evidence of ownership, registration details, year of purchase, life of tanker, capacity of tanker, fitness certificate of appropriate office of GOS, payment of registration renewal fee upto contract period.
5.	Reference list of similar work undertaken by the bidder
6.	Valid Computerized National Identity Card Copies of all drivers and personnel proposed to be engaged by Bidder in connection with supply of services under Tender Contract
7.	Valid copies of Heavy Duty Vehicle License of all drivers proposed to be engaged by Bidder to operate tankers
8.	Valid Police Verification Certificate of all personnel proposed to be engaged by the Bidder in connection with the supply of services under the Tender Contract
9.	Evidence of authorization in case of persons signing in the name of Bidder
10.	Affidavit of No Litigation History / Blacklisting from any Government department on given format on non-judicial stamp paper of Rs 1000/-
11.	Financial standing of the firms. Bank Credit limit, annual turnover and audit report for last THREE years and audit reports.
12.	Income Tax returns for the last three years and acknowledgement.
13.	Work Plan/Strategy / Methodology for supplying specified quantity of water with proposed fleet within the scheduled timing of hydrant on Daily basis,



## 5. EVALUATION CRITERIA FOR WATER TANKER SERVICE FIRMS

S. No	Documents	Valid Form	Total Marks	Marks
1.	Company Profile	Information on Firm's Letter Head.(Office details with address, which can be visited).	05	Mandatory
2.	Banks Statement For Last THREE years	Bank Statement	30	10-Marks per year turnover above 60-million 5-Marks/per year turnover upto 60-million
3.	Tax Returns Last THREE Years	Tax Return Copy	15	5- for each year
4.	Financial Audit Report for Last THREE Years	Copy of Audit Report	15	5- for each year
5.	Company Assets 1- Company Owned Vehicle no duplication 2- Attachement With Other firms (Not more than 02 firms can formaJV)	1- Copies of Registration Book 2- Copies of agreement with firms duly attested by Notary Public	50	50 For minimum 60 or above Vehicles, below 60 Vehicles No marks
6.	Similar/Relevant experience with KW&SB Government/Private Department.(Last 05years)	Copies of Agreement Work Order	50	10 - for each year with KW&SB 05 for each year 100 Tankers/Day with other departments.
7.	List of Drivers with CNIC & Heavy Duty license (60 #s)	Copies of Valid CNIC & Driving License	30	0.5 # - for driver with 5+years of
8.	Police Verification Certificate for Drivers	Certificate	15	0.25 # - for each driver
9.	Sound Party Bank Certificate	Bank's Letter of Credit Limit	20	20 Rs 150 Million or above for current year.
10.	Fitness Certificate of Vehicles from concerned government department	Certificate	30	0.5 #- For each certification (Substituted Valid Period)
11.	Work Plan/Strategy/ Methodology to manage daily supply of specified quantity of water within time schedule with proposed number of fleet and trips.	Work Plan	30	30 - Comprehensive Plan 25 - Good Plan 20 - Average Plan 10 - Poor Plan
12.	Proposal for participation to Social Welfare Services of last 05 years	Proposed Plan	10	02 For leading NGOs with documentary evidence each years





**Total Marks 300**

**Qualify Marks 210**





**AFFIDAVIT**  
**(On Rs. 500 Stamp Paper)**

We [ \_\_\_\_\_ ], do hereby declare on solemn affirmation that:

1. We have not been black listed from any Government Department / Agency
2. We have not been involved in litigation with any client during the last 3 years.
3. We have quoted the best rates of item(s) and have not charged higher rate of same item provided to any other organization.
4. We acknowledge that we have read, understood and accepted the bidding document
5. We understand that the KW&SB shall have the right at his exclusive discretion to require, in writing, further information or clarification of the Tender, from any or all the bidder(s).

We understand that the KW&SB shall have the right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept / reject any or all tender(s), cancel/annual the auction process at any time prior to commencement, without assigning any reason or any obligation to inform the Contractor of the grounds for the KW&SB's action, and without thereby incurring any liability to the Contractor and the decision of the KW&SB shall be final.

Date this \_\_\_\_\_ day of 2020

BIDDER

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

WITNESSES

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Note: The Tender Form should be on the letterhead of the Contractor.**





## General Terms and Conditions

*These General Terms and Conditions shall be applicable to and shall be binding on Contractor and shall be deemed to form an integral part of the Contract Agreement The hydrant operation in general shall be carried out as per standards and specifications of the contract and as per instruction of Engineer In-charge*

### 1. Hydrant Location and Area to Serve:

1.1 The Supply of potable drinking water through tankers from KW&SB's Mianwali Pumping Station Hydrant to District Keamari, Karachi or any other location as directed by the Engineer In-Charge.

### 2. Quantity in Gallons and Period of Supply:

2.1 The requirement of 1,176,000 gallons per day (gpd) of water has to be supplied as required and intimated by the KW&SB during the contract period of Two Years in accordance with the terms and conditions of the Contract Agreement.

2.2 In the event that an additional quantity of water is required to be delivered to District Keamari or any other location by the KW&SB, the contractor shall be obliged to supply the same in addition to normal requirement with adjustment of mileage tariff.

### 3. Tanker Specification and Requirements

3.1 The prospective bidder shall have minimum fleet of 60 tankers no duplication of specified capacities of his own and at his full disposal so as to supply a maximum quantity of 1,176,000gallons per day of water.

3.2 Only closed elliptical water tankers will be considered. The tanks fitted to the chassis of the tanker should be similar to the norms of petrol tankers hired by Petroleum Corporation and adapted for the specific purpose for which they are proposed to be used.

3.3 An extra steel plate should be provided over the top surface of each tank to avoid spilling of water while the vehicle is on the road.

3.4 A ladder should be provided in the rear side of each water tanker.

3.5 The gross weight of the tanker including water filled therein should not exceed the Registered Laden Weight (RLW) prescribed for the particular vehicle.

3.6 The tankers for supply of water shall be listed and registered as water tanker with the RTA with valid fitness certificate and route permit to operate in Karachi as per rules and regulations set by GOS no duplication.

3.7 The tanker shall be clearly printed with the words "KW&SB Drinking Water" on the tail side of the Tanker.

3.8 The tankers should have valid insurance. The Contractor shall be responsible to bear all, the cost and expenses during Contract period.



#### 4. Qualification of Contractor

S.No	Qualification	Documents Required to be submitted as part of technical Bid
1	The Contractor shall have a minimum of 60 Sixty tankers on his own on water source at his disposal so as to supply water quantity of 1,176,000 gallons per day in accordance with the terms of the Contract Agreement	RC copies of minimum sixty Tankers to be provided with clearly specified entitlement in registration Book and Route Permit as WATER TANKER
2	Proposed tankers must registered with appropriate Government authority along with valid Fitness Certificate	Registration No and RTA Regulation details

#### 5. Contract Period:

5.1 The terms of the contract shall be for a period of TWO Years from the date of signing of the Contract Agreement plus 14 days to fully mobilize and make the hydrant operational as specified and can be extendable with mutual understanding with KW&SB for further period as decided.

#### 6. Obligations of Successful Bidder / Contractor

6.1 The contractor shall observe perform, comply with and carry out the terms and conditions of the Contract Agreement in every respect to the full satisfaction of KW&SB.

6.2 The Contractor shall allow the authorized representatives of the KW&SB to access the records of the Contractor pertaining to the water tanker service procured under the Contract Agreement.

6.3 The Contractor shall furnish a Fitness Certificate as specified Ibid of each tanker selected along with the technical tender.

6.4 The Successful Bidder shall be required to furnish an undertaking that the tankers once registered with the KW&SB shall exclusively be used for the supply of water in accordance with the terms and conditions of the Contract Agreement and will not be used for the logistics of any other form of liquid.

#### 7. Ownership of Water Tankers

7.1 The Bidder should own minimum of 60 water tankers fleet no duplication and in case of joint venture should have a valid Joint Venture Agreement, clearly fleet the lead firm/proprietor with JV agreement on non-judicial stamp paper Rs 1000/- duly signed.

7.2 Documentary evidence of tankers ownership/agreement to use should be enclosed by the Bidder as part of the Technical Bid.

7.3 Vehicle unregistered shall not be considered.



## **8. Licenses and Criteria for drivers of water tankers**

- 8.1 The water tanker vehicle should be driven by a Driver holding Valid Permanent Heavy Duty license issued from the relevant authority and shall have held such Heavy Duty License for a period of not less than 03 years.
- 8.2 All drivers/employees engaged by the Contractor shall observe all statutory rules and regulations including traffic rules.
- 8.3 The Contractor shall, at his own cost and expense provide to the KW&SB, Police Verification Certificates for all his employees, drivers and crew working within the limits of the hydrant and/or accompanying the vehicle that the person(s).
- 8.4 The Police Verification Certificate shall expressly mention that the person in whose favor such Verification Certificate has been issued has (i) not indulged in any criminal activities; (ii) is wanted by any law enforcing agencies in Pakistan and (iii) is not a drug addict
- 8.5 The Contractor shall indemnify and hold harmless the KW&SB for violations, if any, by the personnel engaged by the contractor in these regards.
- 8.6 The Contractor shall be fully responsible for the discipline and good conduct of the driver/cleaner who should function without giving room for any complaint whatsoever. The contractor should change the driver/cleaner, if ordered, to do so and the decision by the KW&SB or its authorized representatives in this regard shall be final and shall not be questioned by the contractor.
- 8.7 The water tanker should be operated within the speed limit as prescribed in traffic rules.

## **9. Damage**

- 9.1 The Contractor will be responsible for all liabilities due to accidents or damage caused to properties including loss of life of any third party or employees of KW&SB or Contractor's employee during the term of the Contract Agreement.

## **10. Operation and Maintenance**

- 10.1 The tanks mounted on the chassis and all connected pipes, pumps, valves etc, should be free of leaks. It shall be the contractor's responsibility (at his own cost) to correct repair and rectify immediately any leak or damage occurring to any water tanker engaged for the supply of water during the term of the Contract Agreement.
- 10.2 The hydrant premises and the container should at all-time be kept neat and clean. Valves provided in the tanker should be watertight and make of the valves should be of internationally accepted standard and specification. The tankers shop have internal baffles to avoid water surge (2 baffles will be necessary)



- 10.3 If at any time a tanker is found to be in operation with leaking condition or unfit for the purposes for which it has been engaged, the vehicle will be stopped immediately and will only be allowed to operate only after rectification or damage has been repaired to the entire satisfaction of the KW&SB.
- 10.4 Failure to repair the tanker(s) shall be cause for default of the Contractor and shall be dealt as per conditions of contract.

## **11. Separate Contract**

- 11.1 In the event that the Contractor fails and neglects to supply water to District Keamari in accordance with the terms and conditions of the Contract Agreement and complaints are received by the KW&SB in connection therewith. Including complaint(s) that the quality of the water supplied by the Contractor is unfit for the intention for which it has been delivered, the KW&SB reserves the right to engage other contractors to carry out the terms of the Contract Agreement.
- 11.2 Any excess cost incurred by the KW&SB as a result of having to engage an alternate agency for the supply of water shall be recovered from the bills, security deposit or any other amount due to the contractor.
- 11.3 The Contractor shall be liable to reimburse the KW&SB for all charges and expenses that may be sustained or incurred by the KW&SB as a result of the failure, willful negligence and misconduct of the Contractor to adhere to the terms and conditions of the Contract Agreement.

## **12. Insurance**

- 12.1 All insurance covers such as Comprehensive All Risk Policy; Policy to cover work man compensation, Third Party Liability etc. shall be the responsibility of the Contractor.

## **13. Safety Code**

- 13.1 All Safety precautions shall be taken during execution of work and all safety rules shall be strictly complied with by the Contractor and his personnel.
- 13.2 All necessary safety measures and precautions shall be taken to engrave the safety of public, materials and machineries on the work and also of the work itself.
- 13.3 The contractor shall be responsible for Workmen's compensation in case of any accident. The Contractor shall be responsible for any damage to life and/or public or private property, as a result of the negligence and/or misconduct of the Contactor or his personnel in the course of discharging the Contractors duties and obligations under and during the term of the Contract Agreement. The contractor shall indemnify KW&SB from any or all such losses.



## 14. Law / Rules & Regulations

The Contractor shall be abide to follow the law of land and shall be responsible observing all rules and regulations imposed under the law and rules prescribed by Federal and Provincial Government as applicable from time to time.

## 15. Labor Regulations

15.1 All formalities as to labor regulations such as registration with department of labor compliance with statutory rules and regulations or labor law shall be followed and complied with strictly and well in time by the Contractor. The KW&SB shall be kept indemnified from any liabilities on these accounts.

## 16. Statutory Approvals:

16.1 All approvals from competent authorities such as Municipal. Local Authorities, Labor Officers etc. and other Statutory Authorities, Royalty if required shall be arranged by the contractor at his cost.

## 17. Accounting for Supply of Water

17.1 A separate trip sheet must be maintaining for supply of water to the consumers of District Keamari and shall be furnished by the Contractor to KW&SB for record on a weekly basis.

17.2 The water tanker details along with the quantity of water, category, name, address and contact details of the consumer must be filled in the trip sheet.

17.3 The Quantity of water filled in the tanker shall be verified by Engineer in-Charge of KW&SB for each trip

## 18. Payment Terms:

18.1 Payment for water filling charges to KW&SB shall be made on monthly basis not later than 10th of each month for the actual quantities supplied to different consumers in District Keamari subject to the following.

18.2 All payments to be made in accordance with clause 18.1 above shall be made by way of pay order/cheque made out in favor of the KW&SB.

18.3 The Contractor shall submit the details of each trip invoice along with the delivery challan (which shall include the name and address of the consumer to whom the water has been delivered) to the Engineer In - Charge KW&SB who will certify the quantities and issue bills within 3 (three) days of submission of such details by the Contractor. Copy of verified trip sheets must be enclosed.

18.4 The Contractor shall provide proof of the payment of all the taxes, levies, and other applicable statutory fees made to FBR, SBR and other departments on monthly basis.



18.5 The Contractor is not entitled whatsoever to receive any financial assistance from KW&SB in respect of secured advance or mobilization advance.

## **19. Quality Assurance**

19.1 To ensure supply of good quality of potable water, the contractor under no circumstances shall use the tanker to cargo any other liquid except the water from the specified hydrant. He shall assure that his staff shall not fill the water from any other source, water pounds or groundwater whatsoever.

19.2 In case of failure, KW&SB reserves the right to terminate the Contact Agreement by issuing 07 days' notice to the contractor. The Contractor shall lodge First Information Report (FIR) against his employee (s) or person (s) involved in breach of the terms and conditions of the Contract Agreement.

## **20. Power Supply**

20.1 Contractor shall arrange for Electric power supply with the K- Electric authorities to take connection of appropriate load required to run the water hydrant, the offices and other functions. The Contractor shall use and pay connection charges and monthly bills to K- Electric. Copy of the paid bill shall be furnished to Engineer In charge on regular basis.

20.2 Back-up arrangement of power supply of the load requirement shall be ensured to operate hydrant affairs in case of power interruptions, load shedding or break downs.

20.3 In the event power break down/outrage to the hydrant or any interruption or fault, the KW&SB shall not be liable to pay any compensation to the contractor on account of idle labour staff, hydrant or vehicle waiting charges, machineries or cost of fuel to run any sort of back-up power supply facilities.

20.4 Contractor shall account for and make adequate provision for the constant uninterrupted power supply to the hydrant premises in connection with the discharge of the Contractors duties and obligations under the Contract Agreement. No payment to Contractor shall be made in this connection therewith.







**SPECIAL TERMS AND CONDITONS OF CONTRACT**



# SPECIAL TERMS AND CONDITIONS OF CONTRACT

## 1. Scope of Work:

The main purpose of water tanker service is to provide instant relief to the general public residing in the deficit pockets where the supply position of water is poor and it is difficult to provide water through pipeline network. The service will also be utilized to meet the water requirement during firefighting or any unforeseen incident. The contractor is obliged to provide water through tanker service to District Keamari Karachi and any other area as directed by Engineer In-Charge.

## 2. Location of Hydrant

2.1 The Mianwali Pumping Station Hydrant shall be built / constructed on KW&SB's owned land located at KW&SB Manghopir Road, District Keamari Karachi on an area measuring approximately 2,222 square yards.

2.2 The contractor shall be responsible to maintain the premises in proper, clean and tidy condition and shall solely be responsible to provide the facilities of water, gas, power, sewage disposal and drainage system at his own cost. The contractor shall not use the premises for any other purpose other than the hydrant operation.

## 3. Source of Water

3.1 The source of water is defined hereunder with further details. The entire pipe network from the connection point to the taps (filling points) shall be laid by the contractor and will maintain the piping system throughout the contract period. KW&SB has no obligation under any circumstances to repair or maintain the internal system and all the leaks, rectification of any damaged line or replacement shall be carried out by the contractor.

Source of Water	:	66" & 48" dia Water Main
Number of Connection	:	To be provided by KW&SB as per requirement
Number of Filling Points	:	05 Nos. (04 operational + 01 Standby) Mianwali Pumping Station Hydrant.

3.2 Any increase or decrease in numbers of filling points given by the KW&SB authorized Representative, Engineer in charge or KW&SB shall not absolve the contractor from the responsibility of carrying out the instructions at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such variation.

## 4. Hydrant Operation

4.1 The contractor shall be responsible to provide fool proof security of the hydrant and shall deploy armed security guards for the safety of the hydrant, KW&SB installation and the staff. Proper watch and ward system shall be maintained and unauthorized person(s) or vehicle shall not be permitted to enter into the premises.



- 4.2 Sufficient CCTV surveillance cameras shall be installed to cover the entire premise internal and outer view and control room with proper monitoring and recording shall be established to the satisfaction of Hydrant in charge for vigilance and observe the movement of the tankers.
- 4.3 The contractor shall maintain computerized record of the number of trips on daily basis mentioning the name, address, telephone number of the consumer, capacity of tanker with registration number, driver and helper name, time of departure and category of the tanker,
- 4.4 The contractor will construct temporary shed with seating arrangement for the consumers general public with proper water dispenser for drinking purpose
- 4.5 The contractor shall establish proper office for his staff equipped with 03 landline and 02 mobile numbers to regulate the tanker service and shall also have sufficient arrangement for the seating of drivers and helpers.
- 4.6 A Notice Board shall be mounted at the main gate displaying the rates and timings of hydrant well clear both in Urdu and English.
- 4.7 All the facilities provided at hydrant premises shall be the responsibility of the contractor. No separate payment shall be made in this regard.

## **5. Construction of Consumer Facilitation Centre**

- 5.1 The contractor shall construct Consumer Facilitation Centre properly equipped with computer facilities, power arrangement, counters, landline, wifi, fittings and fixtures and other office equipment to the satisfaction of Engineer in Charge exclusively for KW&SB staff deputed at hydrants as specified. Consumer Facilitation Centre will be the property of KW&SB on completion of the term of contract.
- 5.2 The maintenance of the office shall be the responsibility of the Contractor who shall provide the consumable items, stationeries and pay all the utility bills of the consumer facilitation center for effective working.
- 5.3 Contractor shall provide and maintain 02 landline numbers and 02 mobile numbers for use of the Centre throughout the currency of contract.

## **6. Electric Power Supply**

- 6.1 Contractor shall at his entire cost and expenses take / obtain / purchase a separate electric connection for the hydrant operation and other use for the staff from K-Electric and shall pay all the charges, fee and monthly bills to K-electric and submit the copy of the paid bill to KW&SB for record. all the charge hydrant operation take /
- 6.2 In case, the Contractor make use of the power supply of KW&SB for hydrant operation, a fee of Rs 42.86 per 1000 gallons will be charged from the contractor, who shall at his entire cost and expenses install electric sub meter for reading purpose. Safety and proper functioning of the meter will be the responsibility of the Contractor.



- 6.3 In case any tampering or malfunctioning is found penalty of Rs 100,000/= shall be imposed. The meter shall be calibrated at time of installation from reputable company as desired by the Engineer In Charge and later can be inspected at any time during currency of contract through third party. All the expenses shall be borne by the contractor.
- 6.4 The contractor at no time shall be compensated or liable to be compensated in case of power failure by K-Electric or failure of contractor to provide and maintain a standby power supply arrangement.

## **7. Standby Generator**

- 7.1 The contractor shall at his entire cost and expenses be responsible to have a standby power generation plant/ unit at the premises of desired capacity to run the pumps and motors for uninterrupted and continuous supply for the purpose of operating the hydrant in accordance with the terms and conditions of the contract Agreement.
- 7.2 The standby power arrangement is mandatory.
- 7.3 The safety and proper functioning of the back-up power supply of adequate and appropriate load and other ancillary arrangement shall be the sole responsibility of the Contractor at his risk and cost.

## **8. Ownership of the Equipments**

- 8.1 The materials, equipment, plants and other assets arranged by the Contractor to run the hydrant operation including surveillance cameras, monitors, water meter, standby generator etc shall be the property of the contractor on completion of the contract period.
- 8.2 The consumer facilitation center with equipment shall be handed over to KW&SB in proper conditions.

## **9. Water Charges**

- 9.1 The contractor shall pay KW&SB water charges for drinking purpose other than the water filling charges @ 1.5 % of the total amount of tankers supplied during the month or in case of metered connection as per bill generated by Meter Division-KW&SB.
- 9.2 The water charges shall be paid to KW&SB in shape of Demand Draft or Pay Order in favor of KW&SB.

## **10. Timings of Hydrant**

- 10.1 The official timings of the hydrant will be 18 hours, which will be scheduled with the negotiation with the hydrant Incharge to accord coordination of any shortage of Timings due to electric failure/ non supply from bulk water or law and order situation created by the public in interest of public.
- 10.2 Except otherwise directed by the KW&SB to do so, the contractor shall adhere to the timings and shall not alter or change the timings at his own.



10.3 Any person, representative of Contractor found violating this specific condition shall be removed instantly from the hydrant and the contractor shall be responsible to lodge FIR against the person. In case, the contractor fails to do so, he shall be penalized for Rs100.000 on occurrence of first incident. Rs 300,000 on second time and termination of the contract if such practice is continued.

10.4 The timings of the hydrant operation as specified may vary in case of necessity arises. The Contractor shall be bound to operate on revised schedule without any claim or constitute any reason to annul from any or all the contractual obligations.

## **11. Metering**

11.1 The contractor shall install meter to quantify the water supplied to hydrant and shall ensure that the meter remains in proper working condition at all times. The meter shall be tested and calibrated at time of installation from approved laboratory as specified by the Engineer In-Charge. The certification shall be mounted in the office of the contractor. The meter shall be of the make and type as directed by the Meter Division-KW&SB.

11.2 The contractor shall pay to KW&SB on monthly basis the amount of filling charges on the basis of total consumption (meter reading) or the amount derived from the total quoted amount of the bid whichever is higher.

11.3 In case of defective or malfunctioning of the water meter fine of Rs 10% will be imposed on the Contractor and the monthly bill will be calculated on the basis of maximum meter reading during a month as per accord.

## **12. Movement of Tankers**

12.1 The contractor shall seek permission / permits from the all the concerned administrative departments and agencies including DC, KMC, Traffic and others for the movement of the tankers.

12.2 For tankers entering the hydrant premises, the contractor shall ensure that no traffic hassle or jam is created. The tankers should form a queue at the road side with the permission of traffic police in such a way to ensure clear access to the traffic flow.

12.3 Heavy tankers of 5000 gallons shall be on Contractor's Risk to run on the roads designed for heavy traffic.

12.4 Any damage caused to roads due to the movement of heavy water tankers the contractor shall be responsible at its own.

12.5 All the drivers shall be strictly instructed to abide the traffic rules and regulations and to drive in safe speed limit especially while driving with empty tank.



### **13 Tank Standard**

- 13.1 The water body shall be un-leaked to protect the roads & Motorist, as per clause 3.3 of tankers specification.
- 13.2 The hydrant code as specified shall be displayed on the mounted tank with the capacity of tank well exhibited.
- 13.3 The water body must be free from any chemical, liquid or hazardous material injurious to health.

### **14 Prohibitions in Hydrant Premises**

- 14.1 Liquor, drugs or prohibited drinks and any illegal activity are not allowed to be kept or used within the Hydrant premises. Pressure horns, high volumes and political debates are not allowed and the contractor shall have strict surveillance that no unlawful activity is carried out in the premises.
- 14.2 No political banners, slogans, flags shall be displayed within the premises.
- 14.3 Wall chalking shall instantly be painted / erased to keep the decorum of the official premises.
- 14.4 No unauthorized person (s) or vehicle shall be permitted enter into the hydrant premises neither any staff is allowed to go close to the water board installations. Restriction on free movement shall be imposed.

### **15 Unforeseen Incidents / Emergency**

- 15.1 In case of fire incident or any other disaster, all the routine water tanker operations will be suspended temporarily and the topmost priority shall be given to supply water to their tender or to provide relief to the affected areas through tankers. Once the disaster is over the hydrants shall operate as per schedule, as per GPS tariff.

### **16. Social Welfare Services / Participation**

- 16.1 The contractor shall include a provision to contribute towards social welfare services and participate to facilitate the poor and underprivileged people in Karachi. The Contractor shall implement on the proposed social program submitted with the Technical Bid into the overall operations as a social responsibility that directly benefits the poor.



## LIST OF TANKERS

[The bidder will provide a non-duplication list of all Tankers and related items including hose pipes, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]



## CAMP AND OFFICE FACILITIES AT HYDRANT

The Contractor in accordance with Conditions of Contract shall provide description of his hydrant camp's facilities and staff requirements. The contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for operating the contractor's camp. The bidder shall list or explain his plans for providing these facilities for the service of the contract as follows:

1. Site Preparation (clearing, land preparation, etc.)
2. Provision of Services.
  - a) Power (expected power load, etc.).
  - b) Water (required amount and system proposed).
  - c) Sanitation (sewage disposal system, etc.).

### 16 Construction of Facilities

- a) Contractor's Office. Work Areas (areas required and proposed layout, type of construction of offices/rooms, etc.).
- b) Security Guard Rooms (area required, type of construction and layout).
- c) Seating arrangement and Staff Facilities (Plans for housing for proposed staff. Layout type of construction, etc.).
- d) Queuing the water tankers (detailed plans for carrying out this activity).
- e) Other Items Proposed (Security services, etc.).





**ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND  
LABOUR**

(To be filled in by the bidder)



**LIST OF DRIVERS WITH VALID CNIC AND DRIVING LICENCE**

(Bidder to attach photo copies and Police Verification of Each)



# INTEGRITY PACT

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

Contract No. \_\_\_\_\_  
Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

[Name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with KW&SB and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to KW&SB under any law, contract or other instrument, be voidable at the option of KW&SB.

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

\_\_\_\_\_  
Karachi Water & Sewerage Board  
[Contractor]





# Technical Specifications

## 1. KW&SB Hydrant Division

- 1.1 The overall hydrant operation shall be controlled by the Hydrant Operation & Tanker Service (HO & TS) Division under the direct monitoring of Deputy Managing Director(Technical Services), KW&SB.
- 1.2 The organizational setup is shown in Annexure-A. Any changes in roles and responsibilities, if any, shall be communicated to the Contractor.

## 2. **Authorized Representative of KW&SB**

The authorized representative for KW&SB shall be

Superintending Engineer  
Hydrant Service & Tanker Operation  
Room No 11. First Floor, Block C  
9th Mile Karsaz Office - KW&SB

The hydrant operation shall be under the control and command of the following to run and manage the day to day affairs as per conditions of contract

Hydrant In-charge  
Mianwali Pumping Station Hydrant.  
KW&SB.

## 3. Territorial Jurisdiction of Tanker Service from Mianwali Pumping Station Hydrant.

District Keamari

S.NO	Area	Information
01	Baldia Town	UC 29 Ghous Nagar
		UC 30 Saeedabad
		UC 31 Abidabad
		UC 32 Muslim Mujahid Colony
		UC 33 Gulshan e ghazi
		UC 34 Turk Colony
		UC 35 Rasheedabad
		UC 36 Ittehad Town
		UC 37 Naval Colony
02	Site Town	
		UC 02 Labor Square



		UC 03 Pathan Colony
		UC 04 Metroville
		UC 05 Pak Colony
		UC 06 Old Golimar
		UC 07 Jehanabad
		UC 08 Qasba Colony
		UC 09 Islamia Colony
		UC 10 Peerabad
		UC 14 Banaras
		UC 15 Frontier Colony
03	Keamari Town	
		UC 01 Shersha
		UC 40 Maripur
		UC 41 Baba Bhit
		UC 42 Machar Colony
		UC 43 Jackson
		UC 44 Bhutta Village
		UC 45 Sikandarabad
		UC 01 DC Gabopat
		UC 02 DC Lal bakhar
		UC 03 DC Mawach

#### 4. Categories of Water Tanker

- a) General Public Service (45% of Total Trips)
- b) Commercial Service (55% of Total Trips)

#### 5. Average Daily Supply

5.1 The average daily water supply from Mianwali Pumping Station hydrant is approximately 1,176,000 gallons per day (gpd) within scheduled operational timings of 18 hours daily. The exact quantity shall be measured through the meter reading on daily basis.

#### 6. Hydrant Layout Plan

6.1 The location of the Mianwali pumping station Hydrant Manghopir Road Karachi. is as show on GIS Map. The internal layout plan showing the filling points, water connection points, and entry and exit gates, on ground location of the existing structures is shown layout plan attached.



## **7. Auxiliary Arrangement with Tanker**

7.1. The contractor shall ensure that proper delivery pipe (hose pipe) of appropriate size with proper clamping arrangement with the tanker's outlet pipe shall be available with the tanker. The minimum length of the pipe shall not be less than 30 meters.

## **8. Possession of Hydrant**

8.1 KW&SB shall soon after the issuance of Letter of Commencement or signing of Contract Agreement, whichever is earlier. Shall handover the possession to the Contractor. Joint inventory of the materials, facilities and structures shall be made countersigned both by the Contractor or his representative and the Executive Engineer(HS & TO), KW&SB Authorized Representative of Contractor

9.1 The authorized representative of the Contractor to be present at Mianwali Pumping Station Hydrant during operational hours shall be

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(Mention Name, Address, CNIC No, Contact Details, E-mail address, Mobile No)

## **10. Facilities at Hydrant**

10.1 The contractor, at his sole cost and expense, shall be responsible for providing security at the hydrant premises.

10.2 The Contractor shall construct two Consumer Help Desks as follows:

(a) General Public Service Consumer Desk for the purpose of assisting and facilitating those customers who are entitled to purchase and be provided with water from the Hydrant under the General Public Service category.

(b) Commercial Consumer Facilitation Desk for the purpose of assisting and facilitating those commercial customers who shall be purchasing water under commercial rates from the hydrant.

10.3 The Contractor shall be responsible to ensure that each Facilitation / Help Desk is adequately and sufficient equipped and staffed for the purposes for which it has been set-up including computerized facilities, proper lighting arrangement and counters etc.

10.4 The contractor shall install camera for 24-hour CCTV surveillance to cover the entire premises of the hydrant for internal and outer view and construct control room with proper recording system (for minimum 30 days recording) to the satisfaction of Hydrant in-charge or the KW&SB for the purpose of inter alia vigilance and observing the movement of the person(s) and the tankers.

## **11. Record keeping**

11.1 The contractor shall maintain a computerized daily record of the trips undertaken by the Contractor / Supervisory Staff / Employees to the consumers. The daily record of all the trips shall be verified by the Engineer In- Charge and the Contractor shall submit the Verified copy to Executive Engineer (HS / TO) - KW&SB on the following day but not Later than 12 PM.



## **12. Motors & Pumps**

- 12.1 The contractor shall be responsible to provide and install the high efficiency motors and pumps of international standard specification with all the accessories including electric panel, armor core cable. Suction and delivery pipe complete in all respect as directed by Engineer in charge of power and head to draw and supply the specified quantity of water on daily basis.
- 12.2 The provision of pumps, motors and allied equipment and accessories with all sort of installation requirement shall be the responsibility of the Contractor at his own cost and expenses. KW&SB shall not be obliged to pay any amount to the Contractor for any expenditure in this regard whatsoever.
- 12.3 The Contractor shall be obliged to operate and maintain at all times during the currency of the contract and keep the pumping units in proper working condition. The Contractor shall at his cost shall repair, replace any or all the parts to ensure uninterrupted water supply through tankers.
- 12.4 The items procured under this specific condition shall be the property of the Contractor on completion of the specified time i.e. three year, and take away after completion of contract.
- 12.5 Contractor shall indemnify KW&SB from any loss, damage, procurement, installation, operation and maintenance of the pumps and motors and other allied accessories and shall be responsible to bear all the cost and expenditure at his own.

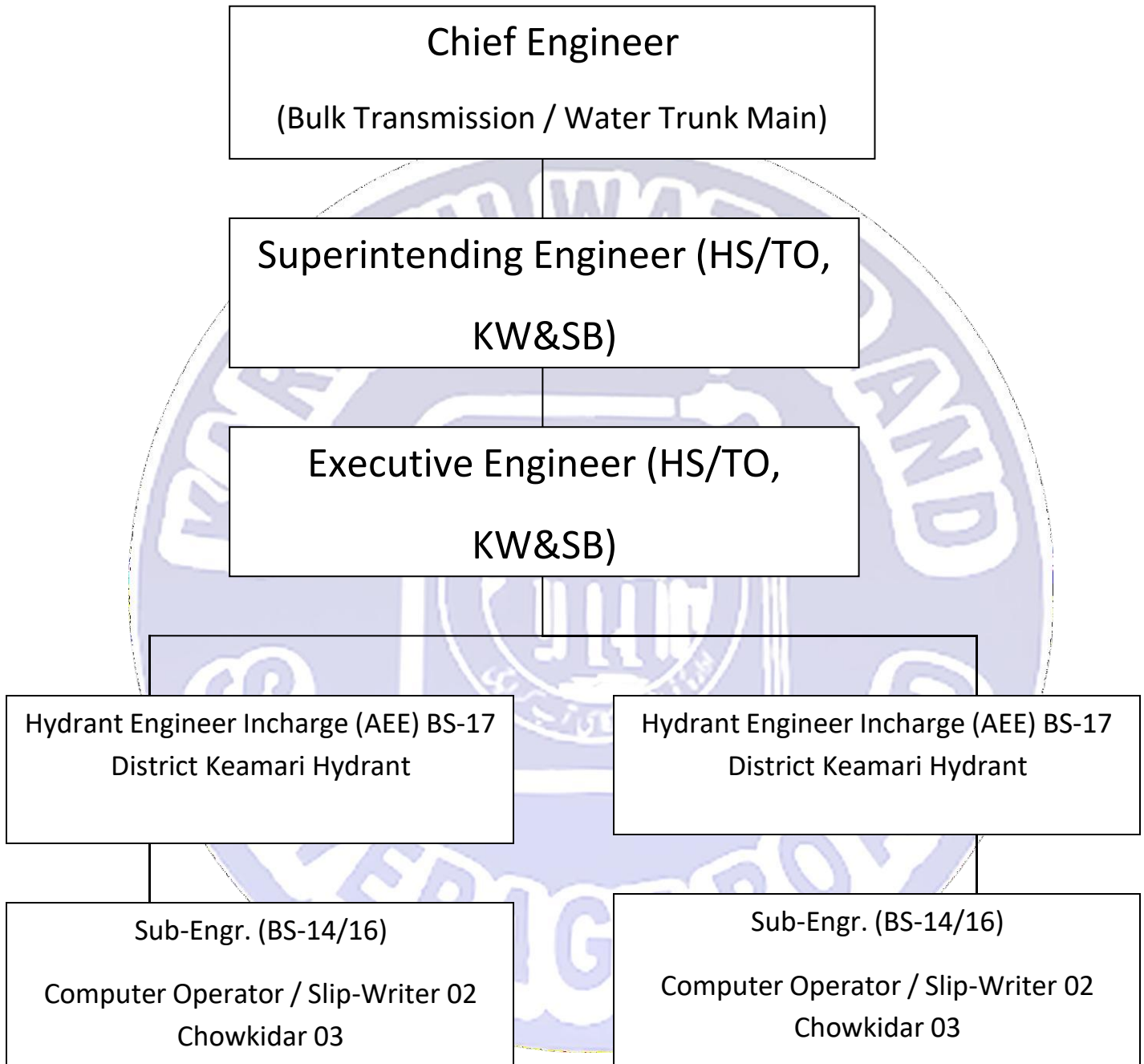
## **13. Pipe Network for Hydrant Operation**

- 13.1 The Contractor shall construct the hydrant piping network including providing and laying of pipes of required diameter from the connection point (source) up to the filling points including bends and other auxiliary fittings, construction of stand post of appropriate height but not less than 10 feet, provide and install taps of internationally recognized company at his own cost.
- 13.2 The water feeding system shall be leak proof and any damaged portion shall instantly be repaired by the Contractor to prevent loss of water and keep the working area clean and tidy.
- 13.3 The operating valves / taps shall be provided with proper filling attachment with sample distance between two taps for smooth movement of the tankers of various capacities.
- 13.4 Contractor shall made Separate arrangement for pipe network for supply of water for the KW&SB's staff and the Contractor's staff working at the hydrant for drinking and sanitation purpose. In case of failure to provide water and sanitation hygiene to the staff, penalty of Rs 10,000/ shall be imposed on the complaints by the Engineer in charge, KW&SB





# **ORGANOGRAM OF HYDRANT SERVICES / TANKERS OPERATION FOR LANDHI - I FUTURE HYDRANT**





**FORMS**

**BID SECURITY  
PERFORMANCE SECURITY  
CONTRACT AGREEMENT**



**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

Name or Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_)  
Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we find ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for (Particulars of Bid) to the said Employer, and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 21.8 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore. On the prescribed form presented to him for signature enter into a formal Contract 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 maybe required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment 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 Surety shall forthwith pay the Employer the said sum 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 Surety at its address given above

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY (Bank)

WITNESS

Signature \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address



**FORM OF PERFORMANCE SECURITY**

(Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: \_\_\_\_\_

(Scheduled Bank in Pakistan)

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 Karachi Water And sewerage Board (hereinafter called the Procuring Agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we find ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of 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 49. Defects Liability of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any. Under this Guarantee.

We, \_\_\_\_\_ (the Guarantor),  
waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without(67) cavil or arguments and without requiring the procuring agency to prove or to



show grounds or reasons for such demand any sum or sums up to the amount stated above, against

The procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number

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

IN WITNESS WHEREOF, the above-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

Signature \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

Corporate Secretary (Seal)

Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address Corporate

\_\_\_\_\_  
Corporate Guarantor (Seal)



# CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement is made at Karachi this [\_\_\_\_\_] day of [\_\_\_\_\_] between:

The KARACHI WATER AND SEWERAGE BOARD having its registered office at Block B, First Floor, 9th Mile Karsaz, Shahra-e-Faisal, Karachi through its Deputy Managing Director, Technical Services, KW&SB. Mr.[\_\_\_\_\_] son of [\_\_\_\_\_] and holder of Computerized National Identity Card Number [\_\_\_\_\_] (hereinafter called "the Client" which expression shall be deemed to include its successors in interest and permitted assigns) of the one part

AND

[Name and details of Successful Bidder] of the other part whose office is situated at ..... (Hereinafter called "The Contractor") WHEREAS the Client issued a Tender Notice on..... in..... and inviting tenders for the work.

WHEREAS the Contractor has obtained from the Owner the Tender Documents for the abovetender in Volume - I and II containing, inter alia, the Tender Form, Conditions of Contract, Special Conditions, Scope of Work and Evaluation Criteria and Schedule of Quantities (the Documents)

WHEREAS the quoted offer of the Contractor through his bid dated..... after scrutiny and evaluation as per prescribed criteria has been accepted by the Client and subsequently issued a Letter of Award on.....

WHEREAS the said documents numbered as per list attached to the tender document covering conditions, the specifications and the Schedule of Quantities initiated by KARACHI WATER SEWERAGE BOARD have been signed by or on behalf of the parties hereto.

WHEREAS the Client is desirous to auction the Supply of Potable Water from Mianwali Pumping Station Hydrant KW&SB through Contractor's tanker service to District Malir Karachi (hereinafter called the Work") and has caused documents and Schedule of quantities showing and describing the work to be done (herein after referred to as the Contract Documents and issued the aforesaid Letter of Award.

WHEREAS the Contractor has paid an amount of Rs..... (Rupees.....) as an interest free security deposit as Performance Bond, which will be returned after the conclusion of the contract period. The contractor agrees that this security deposit will be forfeited if the contractor fails to fulfill the contractual obligations during the contract period.

NOW IT IS HEREBY AGREED 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) Special Stipulations (Appendix-A to Bid);
  - (e) The Special Conditions of Contract - Part II;
  - (1) The General Conditions - Part I;
  - (g) The priced Bid (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to L);
  - (i) The Drawings;
  - (j) The Specifications.
  - (k) \_\_\_\_\_ any other)
3. For the consideration hereinafter mentioned the Contractor will upon and subject to the conditions annexed to the contract document carry out and complete the job shown upon the Contract Document and described by or referred to in the Contract Bills and in the said Conditions.
4. The Contractor will pay the KW&SB the said contract amount as per the Contract sum or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
5. The said Condition and appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the Condition and perform the agreements on their parts respectively in such Conditions contained.
6. The agreement and documents mentioned herein shall form the basis of this contract.
7. This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract for supply of potable water from KW&SB water hydrant sources to the District Korangi, Karachi and the payment for such supply is to be made based on actual quantity of water supplied and accepted by the Client at the agreed rates.
8. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the provision of Water Supply from Client's source at filling points of LANDHI 1 FUTURE Hydrant in the manner laid down in the said Conditions till the completion of the contract period.
9. The Client reserves to itself the right to alter the quantity of water required on the scope Contractor shall not be entitled to any compensation or claim due to such charges Order(s) by the Client. The Client will only be paid for the actual quantity of water supplied and accepted by the Client at the agreed unit rates.
10. Timely performance of the contract obligation shall be considered as the essence of the contract and the Contractor hereby agrees to commence water supply from.....as provided for in the said conditions and to continue the supply during stipulated contract period of one year.



- 11 All payments to the Client under this contract will be credited only at Karachi in Pakistan Rupees by way of A/c payee cheque and shall be within 3 (Three days) from the receipt of correct invoice by client(On Monthly basis). The final payment will be made after 3 months after completion of contract and due verification of fulfillment of obligation (payment of all taxes, levies, fees, challans etc.) and furnishing with all necessary supporting documentations, such as handing over of documents and materials. if any to the Owner and satisfactory performance during the contract period,
- 12 On any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or validity or the breach thereof, the parties shall first endeavor to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall, as soon as practicable, but not earlier than 3 months give to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The dispute or difference shall be referred to the sole Arbitration of the Managing Director of KW&SB or his nominee including any officer of KW&SB nominated by him and the CONTRACTOR shall not raise an objection to such Arbitration on the ground that the Arbitrator is an officer of the Client and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this Agreement,
- 13 The contractor shall be an independent contractor for all purposes under this Agreement.
- 14 That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Client and the Contractor have set their hands to the presents through their duly authorized officials on the day, month and year first hereinabove written

SIGNED AND DELIVERED by the  
the  
Hand of.....  
Designation: Dy. Managing Director  
Address: Block B, First Floor  
9th Mile Karsaz, Shahrae Faisal  
Karachi.

SIGNED AND DELIVERED by  
Hand of.....  
Designation.....  
Address

WITNESS

Signature with date:

Name:

Occupation:

NIC No:

Signature with Date:

Name:

Occupation:

NIC No:

