



STATE BANK OF PAKISTAN
SBP BANKING SERVICES CORPORATION
Engineering Unit
North Nazimabad Office.

E&M Unit/NN/065043/2022

03-Nov-2022

TENDER NOTICE

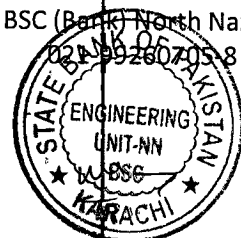
SUPPLY OF POTABLE SWEET WATER AT SBP BSC (BANK) NORTH NAZIMABAD, KARACHI

1. Sealed Bids are invited from the contractors / supplier registered with FBR and who are on Active Taxpayers List of the Federal Board of Revenue for Supply of Potable Sweet Water at SBP BSC (Bank) North Nazimabad, Karachi.
2. Bidding documents, containing detailed terms and conditions, etc. are available at Office of the Executive Engineer, 1st Floor SBP BSC North Nazimabad Office, Block-A, Shakra-e-Noor Jahan. The firms are required to submit their application on letter head for issuance of bidding documents along with Cash or Pay order of 500/- (Non-Refundable) drawn in favor of State Bank of Pakistan Banking Service Corporation as Bidding Documents fee. Bidding documents can also be downloaded from SBP website at www.sbp.org.pk free of cost.
3. The bids, prepared in accordance with the instructions in the bidding documents, must be dropped in the tender box kept in the Office of PA to Chief Manager SBP BSC (Bank) North Nazimabad Office 1st Floor SBP BSC North Nazimabad Office, Block-A, Shakra-e-Noor Jahan on or before 29-Nov-2022 till 11.00 AM along with Bid Security of Rs 350,000/-. Bids will be opened on the same day at 11:30 AM. In case opening date is falling on a public holiday, the bid will be opened on next working day at the same time and venue. The Advertisement is also available on SBP and PPRA website at www.sbp.org.pk and www.ppra.org.pk

-Sd-

Chief Manager

SBP BSC (Bank) North Nazimabad
021-99260705-8 Ext: 214



TWO VOLUMES

Volume-I: Instructions to Bidders & Conditions of Contract

Volume-II: Financial Bid



STATE BANK OF PAKISTAN
SBP BANKING SERVICES CORPORATION (BANK) NORTH NAZIMABAD

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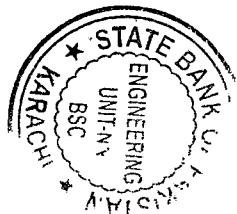
(Financial Bid)

SUPPLY OF POTABLE SWEET WATER AT SBP BSC (BANK) NORTH NAZIMABAD, KARACHI

BIDDING AND CONTRACT DOCUMENT

VOLUME-II

Oct, 2022



(Financial Bid/ Schedule of Prices)

1. PREAMBLE

- i. The prices and rates to be quoted in the Bill of Quantities are to be the full inclusive value of the works described under specified items including all cost of expenses which may be required in and implied in all the documents referred to on which the tender is based.
- ii. Rates quoted should be inclusive of all applicable taxes, duties, levies etc.
- iii. Each cutting should be signed by the authorized person.

2. BILL OF QUANTITIES:

Description	Unit	Quantity	Rate per 1000 Gallons
Supply of potable sweet water from Karachi Water & Sewerage Board (KW&SB) hydrants to SBP BSC (Bank) North Nazimabad, Karachi.	1000 Gallons	01 unit of 1000 Gallons	

Undertaking by the Bidder:

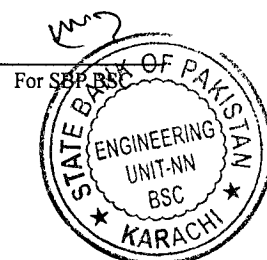
I/we had visited the site and have fully understood the scope of work. The quoted rates are inclusive of all applicable taxes/ duties etc. I/ we have sufficient resources to carry out above works and our firm is not blacklisted by the Bank or any other Employer. All the above Terms & Conditions are acceptable to us unconditionally. We also confirm that our firm is not blacklisted by SBP BSC or any other Employer and we are not in litigation with any Government Department or other organization. I/We also undertake that this bid has been prepared without any pooling or other un-authorized practice.

Dated:

Signatures of the Contractor

Name & CNIC No:	
Company Name:	
NTN No:	
Phone No:	
Fax No:	
Email ID:	
Office Address:	

For Contractor





STATE BANK OF PAKISTAN

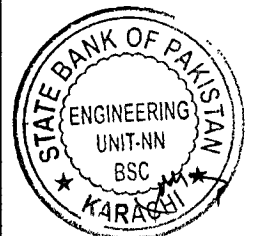
SBP BANKING SERVICES CORPORATION (BANK).

SUPPLY OF POTABLE SWEET WATER AT SBP BSC (BANK) NORTH NAZIMABAD, KARACHI

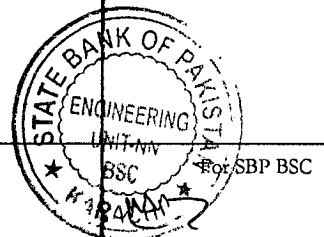
BIDDING AND CONTRACT DOCUMENT

VOLUME-I

Oct, 2022

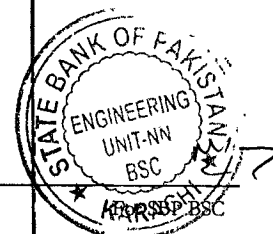


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6.	Bidding Documents Section-1-Part-4- (Schedules to Bid)
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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive Bids for the works summarized in the Bidding Data (hereinafter referred to as "the Works"). Bidders must quote for the complete scope of works. Any Bid covering partial scope of works will be declared non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own sources.

IB.2 Eligible Bidders

- 2.1 Bidding shall be conducted using the National Competitive Bidding Procedure specified in the PPRA Rules-2004, Rule-36(a) and this Invitation for Bids is open to all persons, firms or companies dealing in the similar works and not have been blacklisted or in litigation with any government department, autonomous body or any other organization. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer or any other organization. Firms owned wholly or partly by persons having business interests with any official of the Employer responsible for preparation of bidding documents, specifications and procurement of the works in whatsoever capacity cannot participate in the bidding process.

IB.3 Cost of Bidding

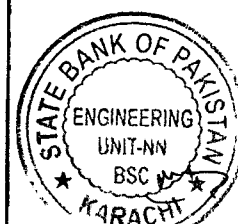
- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid.
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Bid Evaluation Criteria
3. Conditions of Contract
4. Standard Forms:



- (i) Form of Bid Security
- (ii) Form of Performance Security
- (iii) Form of Contract Agreement along with annexure

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the Employer's address.
- 5.2 The Employer will respond to any request for clarification which it receives not later than ten (10) days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all prospective bidders, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

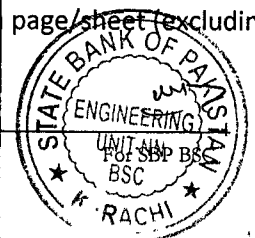
- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English or Urdu language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied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

IB.8 Documents Comprising the Bid

- 8.1 The bid shall comprise the following documents:

8.1.1 Technical Proposal;

- (a) Covering Letter on company letter head.
- (b) Form of Bid duly filled & signed and stamped.
- (c) Bidding Documents (in original) duly signed and stamped on each page/sheet (excluding Schedule-A (Schedule of Prices)).
- (d) Power of Attorney



8.1.2 Financial Bid;

- (a) Bidding Documents Schedule-A (Schedule of Prices), in original, duly signed and stamped on each page/sheet.
- (b) Bid Security in line with IB-11.

IB.9 Bid Prices, Currency of Bid and Payment

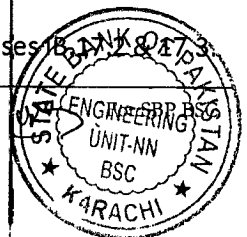
- 9.1 The bidder shall fill up the Schedule of Prices (Schedule-A to Bid) indicating the unit rates and prices of the works to be executed under the Contract. Prices in the Schedule of Prices shall be entered in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 9.2 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.10 Documents Establishing Bidder's Eligibility and Qualifications

- 10.1 Pursuant to Clause IB-8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 10.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Schedule-B to bid (Bid Evaluation Criteria).

IB.11 Bid Security

- 11.1 Each bidder shall furnish, as part of his bid a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of a Bank Guarantee in favour of State Bank of Pakistan issued by a Licensed Scheduled Bank in Pakistan valid for a period of 180 days.
- 11.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 11.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 11.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.18 and signed the Contract Agreement, pursuant to Sub-Clauses IB.17.2 & 17.3.
- 11.5 The Bid Security may be forfeited:
 - (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 14.6 hereof; or
 - (c) In the case of a successful bidder, if he fails to:
 - (i) Furnish the required Performance Security in accordance with Clause IB.18, or
 - (ii) Sign the Contract Agreement, in accordance with Sub-Clauses IB.17.2 & 17.3.



IB.12 Validity of Bids, Format, Signing and Submission of Bid

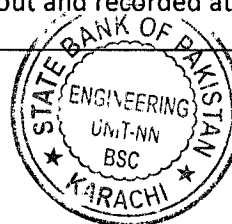
- 12.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 12.2 All Schedules to Bid are to be properly completed and signed.
- 12.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected.
- 12.4 In accordance with Clause IB-8, Proposals/Bids shall be sealed in envelope addressed to the Employer at the address provided in the Bidding Data, with description of the contract and a warning regarding not to open before the specified date & time.
- 12.5 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BIDS**IB.13 Deadline for Submission, Modification & Withdrawal of Bids**

- 13.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 13.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 13.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 13.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 13.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.11.5 (a).

E. BID OPENING AND EVALUATION**IB.14 Bid Opening, Clarification and Evaluation**

- 14.1 The Employer will open the Proposals in the presence of bidders' representatives who may choose to attend, at the time, date and location stipulated in the Bidding Data.
- 14.2 The Employer will conduct post-qualification of the bidders in line with the stipulations of Schedule-B to Bid (Bid Evaluation Criteria) on the basis of documents provided in accordance with Clause IB-8 & IB-10. Bids will be evaluated according to the provisions of Schedule-B to Bid (Bid Evaluation Criteria). Any bid not meeting the requirements of Schedule-B shall be subject rejection and declared as non-responsive. The Bidders should submit detailed technical data regarding the services and brochures of the offered equipment and materials etc.
- 14.3 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
Any Bid Price or discount which is not read out and recorded at bid opening will not



be taken into account in the evaluation of bid.

14.4 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

14.5 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

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

14.7 Evaluated Bid Price;

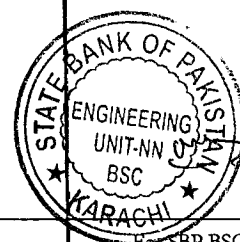
In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 14.6 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

IB.15 Process to be Confidential

15.1 Subject to Sub-Clause IB.14.4 heretofore, no bidder shall contact Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by the Employer. The evaluation results shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

15.2 Any effort by a bidder to influence Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation results, however, mere fact of lodging a complaint shall not warrant suspension of procurement process. Address of the Grievances Committee is given in Bidding Data.



F. AWARD OF CONTRACT

IB.16 Award Criteria & Employer's Right

- 16.1 Subject to Sub-Clause IB.16.2, the Bank will award the Contract to the bidder whose bid has been found most advantageous bid i-e the bid which has been determined to be substantially responsive to the eligibility criteria and other terms of Bidding Documents and which is the lowest evaluated Bid Price.
- 16.2 Notwithstanding Sub-Clause IB.16.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.17 Notification of Award & Signing of Contract Agreement

- 17.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 17.2 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 17.3 The formal Agreement between the Employer and the successful bidder shall be executed within fourteen (14) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.18 Performance Security _____

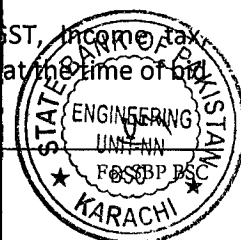
- 18.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of Seven (07) calendar days after the issuance of Letter of Acceptance.
- 18.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.17.2 & 17.3 or 18.1 or Clause IB.19 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.19 Integrity Pact

If contracts amount exceeding Rupees ten (10) million, execution of Integrity Pact is applicable.

IB.20 Rates inclusive of all taxes

The quoted rates should be inclusive of all taxes including GST, Income tax, Professional tax, overheads, transportation charges etc. applicable at the time of bid.



opening. The exemption in Taxes will only be allowed against the Exemption Certificate issued by the Income Tax Department.

IB.21 Code of Conduct

It is the Bank's policy to require that Consultant/ Service Providers, Suppliers, and Contractors under Bank-financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in PPR-2004 which defines:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or Firm/Company in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Consultant/ Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;"

- 21.1 Under Rule 19 of PPR-2004, "The Bank can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA.

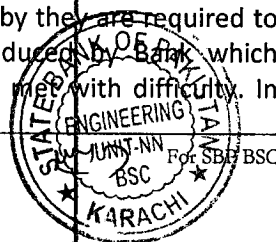
Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in procurement proceedings will be followed:

Nature of Offense/ Fault	Means of Verification
Corruption	Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP
Fraud	Cross verification of documentary undertaking submitted by Service Provider/ Bidder / Supplier / Consultant.
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.
Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Service Provider/ Bidder / Supplier/ Consultant.

However such barring action shall be undertaken only after bidder who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the person holding the office of Director/Head Engineering will be final and conclusive.

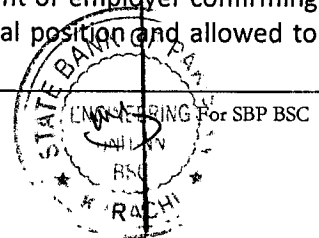
- 21.2 The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the bidder unless such receipt is signed by a duly authorized officer of the Bank and bidder shall be solely responsible for seeing that a proper receipt is provided.

- 21.3 Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Bank which discriminates between bidders or that is considered to be met with difficulty. In



ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain conditions Bank may describe exceptions or preferences consistent with Rule-4 of PPR-2004.

- 21.4 Pursuant to Rule-7 of PPR-2004 bidders undertakes to sign an integrity pact in accordance with prescribed format attached hereto at Appendix-A for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.
- 21.5 Bank's policy requires that selected bidder provide professional, objective, and impartial advice and services and at all times hold the Bank's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement
- 21.6 Without limitation on the generality of the foregoing, bidders and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- a) A bidder that has been engaged by the Bank to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
 - b) A bidder (including its Personnel and Sub-Contractor(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.
 - c) A bidder (including its Personnel and Sub-Contractor(s) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank.
 - d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to



work full-time outside of their previous official position. Such certification shall be provided to the Bank by the bidder as part of bid.

22. Overriding Effect of PPR-2004

Whenever in conflict with these documents the stipulations of PPR-2004 (Public Procurement Rules-2004) shall prevail.

23. Formula for Price Adjustment

- i. The prices quoted by the bidder shall be subject to change with variation of the prices of the High Speed Diesel (HSD) and filling charges at the hydrants.
- ii. For any variation in HSD up to 5% of the base price, no changes in the quoted rates shall be made and payment shall be made according to the bid rates.
- iii. For variation in HSD prices in excess of 5% of the base price, bid rates shall be revised as below;

Variation in HSD prices during the preceding month = X%
 Rates quoted by the bidder for 1000 Gallons unit = R per 1000 Gallons
 New Rate at the time of payment of monthly bill = $(0.5R + 0.5R(100 \pm X)/100)$ per 1000 Gallons

- iv. For variation in filling charges at hydrant, bid rates shall be revised as below;

Variation in filling during the preceding month = Y%
 Rates quoted by the bidder for 1000 Gallons unit = R per 1000 Gallons
 New Rate at the time of payment of monthly bill = $(0.75R + 0.25R(100 \pm Y)/100)$ per 1000 Gallons

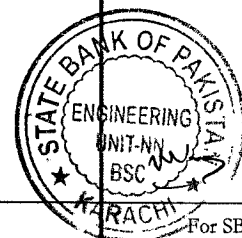
23.1 Basic Rate of High Speed Diesel & its Source

Basic Rate of HSD Diesel is fixed at **Rs. 235.3** per liter mentioned as Retail Price of **HSD** and its source for base rate and future rates is Pakistan State oil website at the link given below;

<https://psopk.com/fuel-prices/pol/archives>

23.2 Basic Rate of Filling Charges & its Source

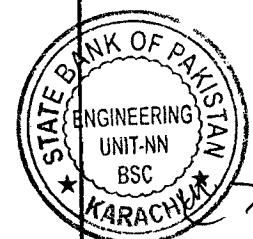
Basic Rate for filling charges at the Hydrant is **Rs. 405/- per 1000 Gallons**. The bidder will attach latest notification of the KW&SB regarding filling charges at the hydrants effective on the date of submission of bids. Any change/variation thereof shall be evaluated on the basis of KW&SB notifications issued after this and effective during the month during which the water was actually supplied.



(Bidding Documents, Section-1, Part-2)**BIDDING DATA**

The following Bidding Data shall be deemed to form and be read and constructed as part of the Bid, including Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

IB Clause No.	Description	Explanation/ Clarification
1.1	The Employer	State Bank of Pakistan Banking Services Corporation North Nazimabad, Karachi
1.1	Works	Supply of potable sweet water obtained from the KW&SB hydrants for one year on daily need basis to SBP BSC (BANK) North Nazimabad, Karachi.
5.1	Employer's Address	Chief Manager, State Bank Of Pakistan, SBP BSC (Bank), Block A, North Nazimabad, Shahrah-e-Noor Jahan, Karachi – 74600 Phone: (92-21)99260702 Fax: (92-21) 99260712
9.3	Currency of Bid	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
11.1	Amount & validity of Bid Security	Fix amount of Rs 350,000/- in the shape of Pay Order / Demand Draft / Bank Guarantee in favor of State Bank of Pakistan valid for a minimum period of 180 days from any Schedule Bank registered in Pakistan on prescribed format.
12.1	Bid Validity	Bid Validity period is 180 days from the date fixed for opening of the Bids.
12.5, 12.7 & 13.1	Address for Bid Submission	As prescribed in Tender Notice/ ITB
13.3	Deadline for Bid Submission	As prescribed in Tender Notice/ ITB
14.1	Bid Opening time & venue	As prescribed in Tender Notice/ ITB
15.2	Address of Grievances Committee	Chairperson Grievances Committee, 1st Floor, SBP BSC Head Office, State Bank of Pakistan I. I. Chundrigar Road, Karachi
18.1	Performance Security	In the form of Bank Guarantee/Pay Order for the amount calculated on the basis of 10% of the price of 18,000 Gallons of water per day for a period of 365days. Validity should be contract period plus three months.



(Bidding Documents, Section-1, Part-3)**FORM OF BID****(LETTER OF OFFER)**

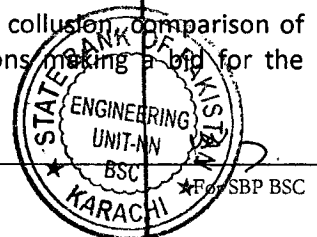
Bid Reference No. _____

SUPPLY OF POTABLE SWEET WATER AT SBP BSC (BANK) NORTH NAZIMABAD, KARACHI

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute the subject works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in Schedule-A: Schedule of Prices or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security drawn in your favor or made payable to you and valid for a period of one hundred eighty (180) days.
4. We undertake, if we qualify and our Bid is accepted, to take up the subject services for the time period as stated in Conditions of Contract.
5. We agree to abide by this Bid for the period of 180 days from the date fixed for opening 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 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 Services.



10. We do hereby declare that all the terms & conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this _____ day of _____, 2022

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of the Bidder will furnish with the Bid a letter of authorization in respect of the Person who signs the Bid Form, etc.

(Name of Bidder in Block Capitals)

(Seal)

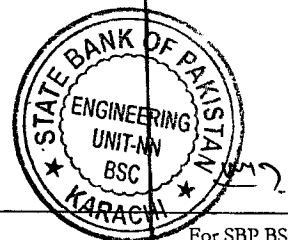
Address

Witness:

(Signature) _____

Name: _____

Address: _____



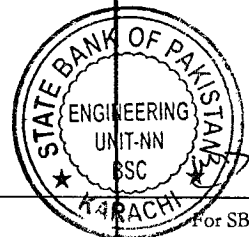
For Contractor

For SBP BSC

(Bidding Documents, Section-1, Part-4)

SCHEDULES TO BID INCLUDE THE FOLLOWING

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Bid Evaluation Criteria

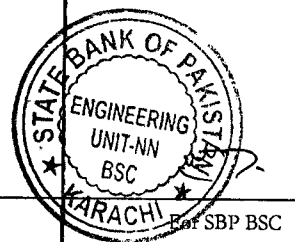


For Contractor

For SBP BSC

**SCHEDULE OF PRICES
(Schedule of Prices)**

Attached separately as Volume-II



For Contractor

For SBP BSC

SCHEDULE-B TO BID

BID EVALUATION CRITERIA**1. Basic Conditions for Qualification**

- a) Joint Ventures (JV) are not allowed, only individual firms fulfilling the requirements mentioned in the Tender Notice are eligible to participate in the bidding process.
- b) Information supplied by the Bidders for the post-qualification statement must apply to the company, named on the statement only. The substitution of background information pertinent to post-qualification will not be considered for another company related to the applicant company through a "Group ownership". The Contract shall be awarded to the lowest qualified bidder.
- c) The Employer will review the information supplied by the bidders submitted for qualification and will make public the results of qualification to the bidders.
- d) Firms applying for post-qualification are advised that any variation of constitution or membership from that put forward in response to this notice, without prior approval of the Employer may result in disqualification of the Bidder.

2. Qualification Criteria**2.1.1 General**

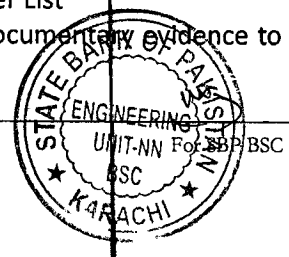
Post-qualification will be based on all the criteria given in succeeding paras 2.1.2 to 2.1.2 regarding the Applicant's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to this letter. The Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Sub-contractor's experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria.

The Employer reserves the right to verify or seek clarification of the information furnished by the applicants. The Employer may reject any application for any misrepresentation knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

2.1.2 Qualification Criteria

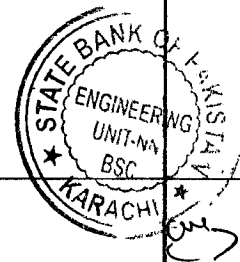
All Technical Proposals submitted by various bidders shall be examined for following items:

- i. Duly filled and signed Form of Bid.
- ii. Atleast two similar Contracts completed during last five (05) years.
- iii. Affidavit of not being blacklisted, declared in-eligible or debarred by any organization/ department for corrupt or fraudulent practices, or no failure to perform with SBP BSC in past.
- iv. Bid is un-conditional, conditional bids shall be rejected.
- v. Evidence of availability of firm's own 10 Nos. water tankers 5000 Gallons Capacity each.
- vi. Registration with Income Tax department and must be active tax payer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List
- vii. More than 05 years Experience of the firm in this business (Documentary evidence to be provided).



- viii. Average annual Turnover of the firm from the similar services should be more than Rs. 10 millions. (Bank statement or audited balance sheets of last three years to be provided).

For Contractor

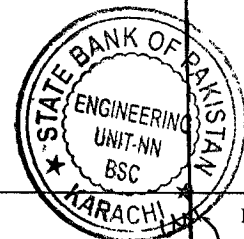


For SBP BSC

(Bidding Documents, Section-2, Part-1)**CONDITIONS OF CONTRACT****TABLE OF CONTENTS**

Clause No.	Description
1.	Definitions
2.	Interpretation
3.	Communication, Law & Language of the Contract
4.	The Contractor's Obligations
5.	Force Majeure, Contract Frustration and Release from Performance
6.	Variations in quantities
7.	Contract Period and Extensions
8.	Payments to the Contractor
9.	Formula for Price Adjustment
10.	Default, Termination of the Contract and Compensation to the Employer
11.	Disputes & Procedure for Disputes Resolution
12.	Confidentiality
13.	Independent Contractor
14.	Declarations

For Contractor



For SBP BSC

CONDITIONS OF CONTRACT

1. Definitions

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

- i. **"The Employer"** means State Bank of Pakistan Banking Services Corporation.
- ii. **"The Contractor"** means a person or corporate body, the Bid of which to supply the potable sweet water to various premises of the SBP and SBP BSC Karachi has been accepted by the Employer.
- iii. **"Party"** means either the Employer or the Contractor.
- iv. **"Force Majeure"** means an event or circumstances beyond the control of a party which makes performance of the party's obligations illegal or impracticable.
- v. **"Work Order"** is the written legible order issued by the Employer after signing of the Contract with the successful Bidder.

2. Interpretation

Words imparting to persons or parties shall include firms and organizations. Words imparting to singular or one gender shall include plural or the other gender where the context requires.

3. Communications, Language and Law & Statutory Obligations

- i. Communications between parties that are referred to in the Contract shall be effective only when in writing. A notice shall be effective only when it is delivered to the concerned party.
- ii. The language of the Contract is English or Urdu and
- iii. The law governing the Contract is the relevant law of Islamic Republic of Pakistan.
- iv. The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the contract.

4. The Contractor's Obligation

i. Supply of the potable sweet water:

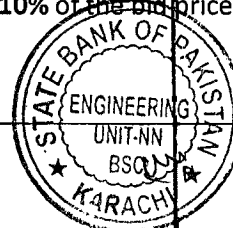
The Contractor shall supply the potable sweet water from any hydrant of the KW&SB to various premises of the SBP and SBP BSC Karachi on daily need basis in accordance with the Contract and in a prudent, reasonable and efficient manner.

ii. Sub-Contracting:

The Contractor shall not sub-contract whole of the Works.

iii. Performance Security:

The Contractor shall furnish to the Employer within fourteen (14) days after issuance of the Letter of Acceptance, a Performance Security/ Performance Guarantee in the form of Bank Draft, Bank Guarantee, or Call at Deposit from any licensed scheduled bank in the Pakistan valid for the contract period plus three months. The amount of performance security shall be calculated on the basis of 10% of the bid price of 18,000 Gallons of water per day for a period of 365 days.



iv. **Testing of samples:**

The contractor shall arrange testing of samples on quarterly basis or as and when desired by the Employer (one sample from each premise) and its testing will have to be done from any of the following laboratories;

- Agha Khan Research Laboratories
- Pakistan Council of Research in Water Resources (PCRWR), Ministry of Science & Technology.
- Pakistan Council of Scientific & Industrial Research (PCSIR)

Samples shall be collected and submitted in the presence of the Bank's authorized representative and reports shall be submitted directly to the Bank. All cost of containers, dispatching, traveling & test fees etc. shall be borne by the contractor.

5. **Force Majeure, Contract Frustration and Release from Performance**

If the Contract is frustrated by a force majeure, like the outbreak of war, civil commotion, and insurrection or by any other event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated and is being terminated. If an event of force majeure continues for a period of sixty (60) days, the Contractor can also give a notice of termination. The Contractor shall stop supply as quickly as possible after receiving Contract Frustration Certificate from the Employer and shall be paid for all supplied made before the frustration/ termination of the Contract. If the reason ceases to exist, the Parties can recommence the performance of the Contract under the original terms & conditions if mutually agreed.

6. **Variation in Quantities**

Quantities of water required at various premises under this contract are not fixed, these may vary on daily basis and the contractor will have to ensure supply of water on the basis of varying requirements as intimated by the Bank's representative. No adjustment in rates shall be made on the basis of variation in daily requirement of water by the Bank.

7. **Contract Period & Extensions**

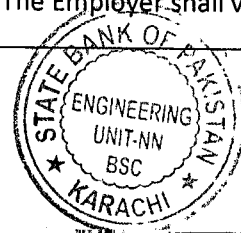
- i. The duration of this contract shall be twelve (12) months, renewable for further two years, on mutual consent and on the same rates, terms and conditions.
- ii. The Contract may be extended on same terms & conditions for a period suitable for the Employer to call new tenders and award of a fresh contract. Under such circumstances, the Retention Money of the Service Provider shall be released after execution of a fresh Contract with the new Contractor and successful expiry of the period for which the services of the Contractor were required by the Employer.

8. **Payments to the Contractor**

i. **Submission of Bills & Terms of Payments:**

The Contractor shall submit his bill(s) within first five (5) days of the month against the water supplied in the preceding month. The Employer shall verify these bills and

For Contractor



For SBP BSC

payments shall be released to the Contractor within twenty (20) days after joint verification of the bill by the Employer & the Contractor and after deduction of applicable taxes etc. Rates shall be revised at the time of payment as per the formula given in Clause-9 below.

ii. **Currency:**

Payments will be made in Pak. Rupees.

iii. **Tax Deduction:**

All applicable taxes shall be deducted by the Employer at source unless a tax/ duty exemption certificate is submitted by the Contractor. Any new tax imposed during the pendency of the contract shall be adjusted in the contract by mutual consent as per applicable laws. In this regard, the decision of the Director Engineering may be final and conclusive and binding upon the parties. All applicable taxes/ duties shall be recovered/ deducted as per the prevailing applicable rates at the time of release of payments to the contractor.

9. Formula for Price Adjustment

- i. The prices quoted by the bidder shall be subject to change with variation of the prices of the High Speed Diesel (HSD) and filling charges at the hydrants.
- ii. For any variation in HSD up to 5% of the base price, no changes in the quoted rates shall be made and payment shall be made according to the bid rates.
- iii. For variation in HSD prices in excess of 5% of the base price, bid rates shall be revised as below;

Variation in HSD prices during the preceding month = X%

Rates quoted by the bidder for 1000 Gallons unit = R per 1000 Gallons

New Rate at the time of payment of monthly bill = $(0.5R + 0.5R(100 \pm X)/100)$ per 1000 Gallons

- iv. For variation in filling charges at hydrant, bid rates shall be revised as below;

Variation in filling during the preceding month = Y%

Rates quoted by the bidder for 1000 Gallons unit = R per 1000 Gallons

New Rate at the time of payment of monthly bill = $(0.75R + 0.25R(100 \pm Y)/100)$ per 1000 Gallons

9.1 Basic Rate of High Speed Diesel & its Source

Basic Rate of HSD Diesel is fixed at **Rs. 235.3** per liter mentioned as Retail Price of HSD and its source for base rate and future rates is Pakistan State oil website at the link given below;

<https://psopk.com/fuel-prices/pol/archives>

9.2 Basic Rate of Filling Charges & its Source

Basic Rate for filling charges at the Hydrant is **Rs. 405/- per 1000 Gallons**. The bidder will attach latest notification of the KW&SB regarding filling charges at the hydrants

effective on the date of submission of bids. Any change/variation thereof shall be evaluated on the basis of KW&SB notifications issued after this and effective during the month during which the water was actually supplied.

10. Default, Termination of the Contract and Compensation to the Employer

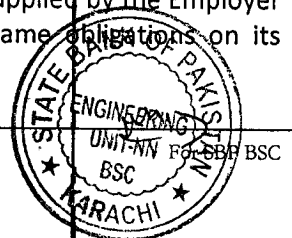
- a. If the Contractor fails to supply the adequate quantity of water or fails to comply with a valid instruction of the Employer, or if Contractor materially or consistently breaches the Contract, the Employer may give a notice under this sub-clause stating the default. If the Contractor has not taken practicable steps to remedy the default or cover up the backlog within fifteen (15) days after receipt of the Employer's notice, the Employer may by serving a second notice within twenty five (25) days, terminate the Contract.
- b. Alternatively the Employer may arrange supply of required quantity of the water from the market at risk & cost of the Contractor whenever the contractor fails to supply the required quantity. Cost/expense incurred shall be recovered from the contractor's bill. The decision of the Director Engineering will be final and conclusive in this regard.
- c. In case of termination by the Employer, the Contractor shall be entitled to payment of the unpaid balance of the value of the supplies made till the termination date after adjustment of any claims against the contractor. If the total amount already released by the Employer exceeds any payment due to the Contractor, the difference shall be a recovered from the balance payable amounts or the performance guarantee.

11. Disputes & Procedure for Disputes Resolution

- i. If any dispute arises between the parties (Contractor & the Employer), the matter shall be referred to the Director Engineering who will examine the matter in detail and give the decision which will be final & binding upon the parties.
- ii. In case the Contractor believes that the decision of the Director Engineering was not in line with the Contract or it is prejudiced, and he does not accept the same, he may give a notice of dissatisfaction under this sub-clause within 15 days of the decision of the Director Engineering. If no notice is given within this time, the decision of Director Engineering shall be final and binding upon the Parties.
- iii. In case a dissatisfaction notice is given by the Contractor under sub-clause-11-(ii), the matter may be referred to a neutral Adjudicator appointed after mutual agreement within 15 days after the notice of dissatisfaction. Failing to agree upon Adjudicator name within the specified time will result in finality of the Director Engineering's decision which will become binding upon the parties.
- iv. If required under any circumstances, the matter may be referred to arbitration under the Arbitration Act 1940 (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Any hearing shall be held at the Karachi and the language shall be English or Urdu.

12. Confidentiality

Except with the consent in writing of the Employer, Contractor shall keep strictly confidential and not make use of any confidential information supplied by the Employer other than to perform this Contract, and shall impose the same obligations on its employees and other third parties.

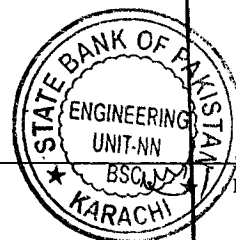


13. Independent Contractor

The Contractor including all his employees, associates, assigns or his legal heirs shall at all times function and be regarded as independent contractor and not as an agent of the Employer and neither the Contractor nor its employees, sub-contractors, associates, assigns or his legal heirs shall have the right to represent or bind the Employer to any third person including any department or agency of Government or any other authority in any manner, whatsoever.

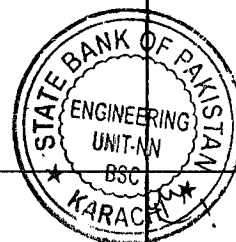
14. Declarations

- i. The terms and conditions and the Schedules thereto of this Contract represent the entire agreement and understanding between the Employer and the Contractor, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- ii. If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract.
- iii. Unless expressly provided, no term of this Contract is enforceable by any third party.
- iv. This Contract is personal to Contractor and Contractor shall not assign or subcontract any of its rights or obligations under it without Employer's prior written consent. Any subcontracting shall be on terms consistent with these Conditions for the benefit of an enforceable by the Employer and Contractor shall remain liable for the subcontractor's acts and omissions and the Contract's complete performance.
- v. The Contract shall be governed by the laws of Pakistan and Contractor and the Employer agree to submit to the exclusive jurisdiction of the courts in Pakistan.



(Bidding Documents, Section-3, Part-1)

Standard Forms



For Contractor

For SBP BSC

Form No.01: FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Bidder) with

address: _____

Penal Sum of Security (express in words and

figures): _____

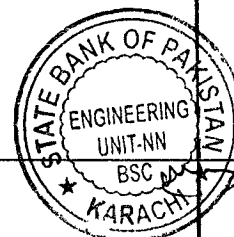
Bid Reference No. _____ Date of Bid _____

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

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

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

- (1) that the Bid Security shall remain valid for a period of thirty (30) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub Clause 14.5 of Instructions to Bidders, or
 - (c) failure of the successful bidder to



- (i) furnish the required Performance Security, in accordance with Sub Clause IB-18.1 of Instructions to Bidders, or
- (ii) sign the proposed Contract Agreement, in accordance with Sub Clauses IB-17.3 of Instructions to Bidders,

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

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

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

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

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

Guarantor (Bank)

Witness:

1. Signature:

1.

2. Name: _____

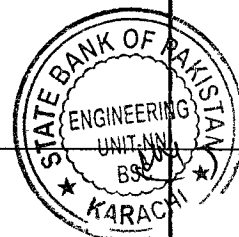
3. Title _____

Corporate Secretary (Seal)

2.

(Name, Title & Address)

Corporate Guarantor (Seal)



Form No.02: FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Validity (Contract period + 3 months)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Contractor) with

address: _____

Penal Sum of Security (express in words and

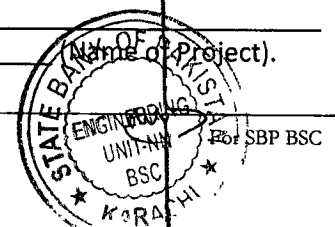
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid Enquiry 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).

For Contractor



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 the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of 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 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, for 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 bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

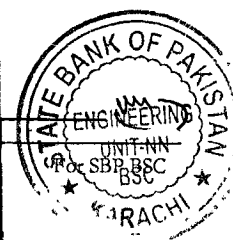
1. Signature _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

For Contractor

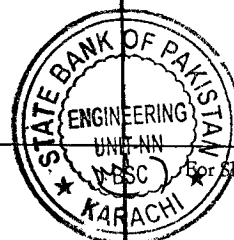


2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

For Contractor



For SBP BSC

Form No.03: FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 2020 between _____, acting through its _____ who is duly authorized in this behalf (hereinafter called the "Employer") and _____, acting through its _____ who is duly authorized in this behalf (hereinafter called the "Contractor").

WHEREAS:

- (A) The Contractor has offered to carry out services for supply of potable sweet water from KW&SB hydrants on the terms and conditions as set forth in this Contract; and
- (B) The Employer has agreed to engage the Contractor to carry out the supply of potable sweet water from KW&SB hydrants on the terms and conditions contained in this Contract.

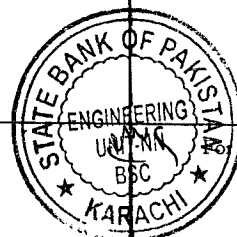
NOW this Agreement witnesses as follows:

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. 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 supply of potable sweet water from KW&SB hydrants in conformity and in all respects within the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor, in consideration of the supply of potable sweet water from KW&SB hydrants 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.
4. 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, and in case of any conflict the document listed earlier shall take priority / precedence over the document stated later.
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules of Prices
 - (c) Conditions of Contract;
 - (d) Performance Guarantee

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Employer



(Seal)

(Seal)

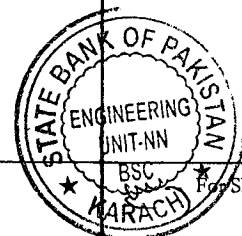
Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



For Contractor