

STANDARD FORM OF BIDDING DOCUMENTS

FOR

Non-Consulting Services

Tender: Provision of Security Guarding Services

For WSSC Mardan Office

September 2023

Under

National Competitive Bidding (NCB)

(In line with KPPRA Guidelines)

**WATER & SANITATION SERVICES COMPANY MARDAN (WSSCM),
Muhabatabad Bungalow, Opposite Gulberg Town,
Muhabatabad, Mardan**

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**INVITATION
FOR
BIDS**



Water & Sanitation Services Company Mardan

Government of Khyber Pakhtunkhwa

Registered under Section 42 of Companies Ordinance, 1984

NOTICE INVITING TENDER (NIT)

Water and Sanitation Services Company Mardan, (WSSCM), invites Sealed quotations / tenders for “**Provision of Security Guarding Services for WSSC Mardan Office**” are hereby invited from bidders/firms/contractors/companies registered with Income tax and KPRA department, accordance with KPRA procurement rules 2014 under **Single Stage One Envelope** procedure for the following:

| S.No | Items | Required Quantity |
|------|---|-------------------|
| 1 | Armed Security Guard (Retired from Pakistan Army/Frontier Corps) | 11 |

GENERAL TERMS AND CONDITIONS:

1. Two percent (02%) Bid Security/Earnest Money in the shape of CDR shall be submitted from the account of firm/ Companies who submits the bid of the total bid cost must be accompanied with the tender document / Quotation through any scheduled bank in favor of Chief Executive Officer, WSSCM Mardan. Failure to submit the 2% CDR will lead to rejection of the bid.
2. The Bid Soliciting document can be obtained from WSSCM office or may be downloaded from WSSCM website www.wsscm.gkp.pk by interested Bidders on the submission of a written application and payment of non-refundable fee Rs. 2,000/- on cash or payable in the name of Chief Executive Officer WSSC Mardan, Bank of Khyber A/C# 3001295623 Khwaja Gunj Bazar (0139) Topu Chowk, Mall Road, Cantt Mardan.
3. Those bidders who download the bidding document from website should also attached the bank deposit fee slip of Rs 2,000/- with their bids otherwise the bid shall not be accepted and consider as non-responsive.
4. A pre-bid meeting will be held with the interested bidders on **06th September 2023 at 03:30 PM** in the Conference Room of Water & Sanitation Services Company Mardan.
5. The firms/contractors shall submit the sealed bids on **15th September 2023 at 03:00 PM** which will be opened on the same day at **03:30 PM** in the presence of bidders or their authorized representatives, who wish to attend.
6. In case of bids where collusion/pooling/cartel is observed or reported, the process will be cancelled and legal action will be taken under the law.
7. All federal and provincial duties / stamp duty / taxes / KPRA tax will be recoverable as per directives of the government issued from time to time.
8. Any disfiguring / over writing, manipulation in the tender / BOQ shall be liable to rejection. Incomplete / conditional bids shall not be acceptable.
9. The undersigned reserves the right to reject any or all bids as per provisions contained in Rule 47 of KPRA Procurement Rules 2014.

MANAGER (HR & ADMIN)

Address: Muhabatabad Bungalow, opposite Gulberg Town,

Muhabatabad, Mardan

Phone # 0937-840892

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

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INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) alongwith Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Entity as defined in the Bidding Data (hereinafter called “the Procuring Entity”) wishes to receive Bids for the Non-Consulting Services summarized in the Bidding Data

(Hereinafter referred to as “Non-Consulting Services”).

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

1.2 Source of Funds

The Procuring Entity has arranged funds from its own sources.

IB.2 Eligible Bidders

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

Duly registered with FBR and KPRA

IB.3 Cost of Bidding-

3.1 The bidder shall bear all costs including bid solicitation documents fee (nominal so as to cover printing/ reproduction and mailing costs) and other costs associated with the preparation and submission of its bid and the Procuring Entity 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: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Program of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer / Procuring Entity at the Procuring Entity's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Procuring Entity will respond to any request for clarification which it receives earlier than seven (7) days prior to the deadline for the submission of Bids. Copies of the Engineer/Procuring Entity's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, 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 Procuring Entity 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 Procuring Entity.

- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity 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 Procuring Entity shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
 - (d) Bid Security furnished in accordance with Clause IB.13 as well as bid solicitation documents fee as per Clause IB 3.1.
 - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works/ non consulting services to be performed under the Contract. Unit rate offered for an item shall be considered up to two significant decimal places for evaluation purposes by the Procuring Entity. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers if any, designated by the Procuring Entity in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call [Deleted]¹ or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the

¹ The words "/ Pay Order" is deleted vide KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.

Procuring Entity valid for a period up to Ninety (90) days beyond the bid validity date. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]²

- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 [“The bid security of successful bidder be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee will be reduced by an equivalent amount”.]³
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the

² Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.

³ Substituted by KPPRA Notification No. KPPRA/M&E/Estt:/1-4/2016 dated May 24, 2016.

original shall prevail.

- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person, through courier service or sent by registered mail, or as specifically instructed by the Procuring Entity otherwise, at the address to Procuring Entity as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Entity at the address/provided in Bidding Data not later than the time and date stipulated therein. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Procuring Entity after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to the deadline for submission of bids.
- 15.5 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.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Procuring Entity will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, will be announced by the Procuring Entity at the bid opening. The Procuring Entity will

record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Entity 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.

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Procuring Entity will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

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

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

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

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

16.7 The Engineer/Procuring Entity will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies

with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Financial Evaluation

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

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Entity 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 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for deviations in terms of Payments (if any and acceptable to the Procuring Entity).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

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

(ii) Price Adjustment for Commercial Compliance

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

- (iii) Price Adjustment for Deviation in Terms of Payments Refer to Bidding Data

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Entity. The evaluation result 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.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Entity in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Entity's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Procuring Entity will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Notwithstanding Sub-Clause IB.19.1, the Procuring Entity 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 (acceptance of a bid or proposal rule 47(1)), without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity'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.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Entity.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Procuring Entity a Performance Security @ 08% within a period of Ten (10) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Entity before issuance of the Bidding Documents. The following specific data for the Works to be tendered shall complement, amend or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Entity

Water & Sanitation Services Company Mardan (WSSCM),

Brief Description of Works

Provision of Security Guarding Services for WSSC Mardan

5.1 (a) Procuring Entity's address:
**Muhabatabad Bungalow, Opposite Gulberg Town, Muhabatabad,
Mardan Phone # 0937840892**

(b) Engineer's address:
**Muhabatabad Bungalow, Opposite Gulberg Town, Muhabatabad,
Mardan Phone # 0937840892**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows:

Not Applicable

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security 2% of the total cost**

14.1 **Period of Bid Validity 90 days**

14.4 **Number of Copies of the Bid to be Submitted**

One original in a sealed Envelope.

14.6 **(a) Procuring Entity's Address for the Purpose of Bid Submission**

**Water and Sanitation Service Company (WSSCM) Muhabatabad
Bungalow, Opposite Gulberg Town, Muhabatabad, Mardan Phone #
0937840892**

15.1 **Deadline for Submission of Bids**

15th Sep 2023 at 03:00 PM

16.1 **Venue, Time, and Date of Bid Opening**

Venue: **Water and Sanitation Servies Company Mardan Conference Room**

Time: **3:30 Pm**

Date: **15th Sep 2023**

16.4 **Responsiveness of Bids**

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) completion period offered is within specified limits,
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) the Bid does not deviate from basic technical requirements and
- (vi) the Bids are generally in order, etc.

16.9 **Price Adjustment: (Not Applicable)**

Price Adjustment for Deviations in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Procuring Entity, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate per annum (insert rate) and shall be added to the Corrected Total Bid Price for comparison purposes only.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, 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 and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) 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 in the amount of _____
_____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____ NIC No. _____

Address: _____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
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SCHEDULE – A TO BID

SCHEDULE OF PRICES

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| | * (a) Summary of Bid Prices | |
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* [To be prepared by the Engineer/Procuring Entity]

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Entity).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed

SCHEDULE - A TO BID

among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Entity when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Entity may modify as appropriate)

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Entity in the format of Schedule of Prices.

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

5.2 Total Bid Price

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

6. Provisional Sums

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Entity. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Procuring Entity to utilize such sums.

SCHEDULE - A TO BID**Mandatory / Technical Documents**

| S.No | Technical Requirement | Mandatory |
|-------------|---|------------------|
| 1 | Complete Company Profile including contact details, Client list and Regional Office detail in KP | Mandatory |
| 2 | Proof of registration with tax authorities (Active tax payer, Income Tax & KPRA Sales Tax) | Mandatory |
| 3 | Valid License from Ministry of Interior/Home Department | Mandatory |
| 4 | EOBI Registration of the Company (attach Last Six months bank deposited Challan) alone with registered employee list | Mandatory |
| 5 | Social Security registration of Company (attach Last Six months bank deposited Challan) along with registered employee list | Mandatory |
| 6 | Life Insurance Policy for 2023-24 (Please also attached list of Insured employee) | Mandatory |
| 7 | Five Work Orders/Agreements of similar Nature work with Government/Semi Government department, Multinational Companies | Mandatory |
| 8 | An Affidavit that the bidder is not blacklisted by any government Department/Semi government/Private Company in Pakistan | Mandatory |
| 9 | Bank Statement of last year (1 July 2022 to till date) | Mandatory |

SCHEDULE - A TO BID

Price Schedule

| S.No | Security Guards Requirement | Qty | No of Months | Unit Cost | Total Amount (Qty x Months x Unit Cost) |
|--------|---|-------|--------------|-----------|---|
| 1 | Armed Security Guard (Retired from Pakistan Army/Frontier Corps) Specification Attached as Annex A | 11 No | 12 | | |
| Total: | | | | | |

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

The Current requirement of Security Guards are 11. The number of Security Guards may increase / decrease as per instruction of procuring entity. The quoted prices should be inclusive of all taxes, ESSI, EOBI, Life Insurance, Overtime charges of Security Guards, jump guard / Reliever, Cost of uniform with shoes, Raincoat, whistle, Torch for night guard and weapons required for successful completion of guarding service.

The Service Provider shall ensure paying minimum wage to all the labor force as per Government Policy in case any complaint received for not paying the minimum wages a penalty of 25,000/- will be imposed per complaint.

The company will provide ESSI registered, EOBI registered and Life Insured Security Guards.

The company will provide 02 Numbers of Ak-47 / M4 / 223 Bore or equivalent weapons.

Amount in Figure: _____

Authorized Signature: _____

Name & Designation: _____

Company Seal: _____

REQUIREMENT OF SECURITY GUARDS

Aim: To establish full proof security arrangements to ward off any subversive/ untoward incident at the WSSCM Offices. Following are the scope of work to be performed, if hired for provision of security services for WSSCM

1. Guard Standard

- Retired from Pakistan Army/Frontier Corps
- Education: Guards: Preferred (Secondary School Certified).
- Experience: Preferably 04 to 05 years of relevant working experience with Government / Semi- Government / Bank and Private Sector.
- Age: Guards should be 40-50 years of age
- NADRA Verified copy of CNIC
- Educational Certificate and experience certificate
- 2 Photographs
- Police clearance/Character certificate.
- Discharge Book Copy/ Verification on Company Letter Head.
- The company shall provide Armed Security Guards in each location to provide security cover round the clock. Security Guards with Automatic / Semi-automatic / rapid-fire weapon on 24 hours Seven days a week (24/7) basis.
- Weapon(s) with authorized scale ammunition of agreed kind and quality as per Federal & Provincial Governments policy.

2. Security Guards Strength

- 1) 11 x Security Guards are required for different locations in Mardan. (Number of Security guards may be increased or decreased as per actual requirement of WSSCM)

3. Security Guard Performance

- The Armed Guard shall remain alert, vigilant throughout their duty hours, and any mishap shall be the responsibility of the company under all circumstances caused due to security guards negligence.
- The company shall be responsible to provide satisfactory services at all key locations of WSSCM premises with the following conditions: -
- The company shall maintain jump guard at its own expense to be readily available with the Company as the substitute for the Guards who become absent /short / sick at the company's Own enrollment for which the WSSCM Management will not make an extra payment.
- Security Guard will perform 26 days of duty in the whole month.
- Security Guard will manage all required registers on main gate determined by WSSCM management.
- Upon unsatisfactory performance of the security guards as determined by the WSSCM Management / Admin Deptt, the contract agreement shall be terminated by giving Two Month Advance Notice to the Security Company (i.e.), Unsatisfactory includes: -

- a) Fail to provide trained & Well-disciplined guards.
- b) Absence of security guard(s) from duty with no timely replacement.
- c) Casual performance of duty by guard(s)
- d) During the period of agreement, the responsibility of any loss and damage due to such unsatisfactory performance will be that of the security company.
- e) The company shall maintain a supervisory network of its own to ensure presence of active performance of duties by the security guards WSSCM

4. Payment Mode

Payments will be made on a monthly basis to the company based on approved invoices. The schedule for invoices submission, review and payment will be provided as part of a contract.

All the security guards must be registered with ESSI, EOBI and Life Insurance Company, if the security guards are not registered invoice will not be processed. Invoice must be accomplish with Security Guards Name, CNIC #, ESSI #, EOBI # and Life Insurance Policy #.

5. Training

Proper Training classes about Discipline, Weapon Handling and guest courtesy will be held by the company after 6 months

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA (Not Applicable)**

(To be prepared and incorporated by the Procuring Entity)

*(Note: The Procuring Entity shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

| Items of Works to be Sub-Contracted | Name and address of Sub-Contractors | Statement of similar works previously executed (attach evidence) |
|--|--|---|
|--|--|---|

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Entity.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Entity's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO BID

PROPOSED PROGRAM OF WORKS

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

SCHEDULE – F TO BID

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of the Bidder] 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 Khyber Pakhtunkhwa or any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Khyber Pakhtunkhwa through any corrupt business practice.

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

[name of the Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of the Bidder] 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 GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

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

Name of the Procuring Entity:Name of the Bidder:
Signature: Signature:
[Seal] [Seal]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Entity’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Procuring Entity’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Procuring Entity” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Entity) any assignee.
- 1.1.6 “Party” means either the Procuring Entity or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges

but does not include any allowance for profit.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country ” means the Islamic Republic of Pakistan.
- 1.1.13 “Province” means Khyber Pakhtunkhwa.
- 1.1.14 “Procuring Entity’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Procuring Entity where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Procuring Entity under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person, if any, notified by the Procuring Entity to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Khyber Pakhtunkhwa Province,

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING ENTITY

2.1 **Provision of Site**

The Procuring Entity shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Procuring Entity's Instructions**

The Contractor shall comply with all instructions given by the Procuring Entity or the Engineer, if notified by the Procuring Entity, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Entity shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING ENTITY'S REPRESENTATIVES

3.1 **Authorized Person**

The Procuring Entity shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Entity shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Entity's Representative

The name and address of Engineer's/Procuring Entity's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Entity, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Entity for such appointment which consent shall not be unreasonable withheld by the Procuring Entity. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Entity as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Procuring Entity.

4.4 Performance Security

The procuring entity shall ask for a performance guarantee from the contractor, which shall not exceed 10 percent of the bid value. The Contractor shall furnish to the Procuring Entity within Ten (10) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Entity all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Procuring Entity shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring

Entity or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Entity shall be responsible for the Specifications and Drawings.

6. **PROCURING ENTITY'S RISKS**

6.1 **The Procuring Entity's Risks**

The Procuring Entity's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Entity of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Entity's personnel or by others for whom the Procuring Entity is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the

Contractor immediately notified to the Procuring Entity and accepted by the Procuring Entity.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Program

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Entity a program for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Entity/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Entity/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Entity/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Entity/Engineer within such period as may be prescribed by the Procuring Entity/Engineer for the same; and the Procuring Entity shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Entity for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Entity when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Entity/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate

of Completion as aforesaid, the Procuring Entity/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Entity, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Entity/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Entity/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Entity to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Entity may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Entity/Engineer may issue Variation Order(s) in writing, where for any reason it has not been possible for the Procuring Entity/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Entity/Engineer in writing and if the same are not refuted/denied by the Procuring Entity/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or

- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Entity considers appropriate, or
- e) if the Engineer/Procuring Entity so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

The Contractor shall notify the Engineer/Procuring Entity in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Entity being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Entity's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Entity's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Entity within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Entity an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Entity shall check and if possible agree the value. In the absence of agreement, the Procuring Entity shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 7.4 of Conditions of Contract (CoC) be paid by the Procuring Entity to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Entity and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5 of CoC, within 60 days after such Final

Payment Certificate has been jointly verified by Procuring Entity and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Entity to make payment within the times stated, the Procuring Entity shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 12.2 CoC.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Procuring Entity a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer / Procuring Entity shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Procuring Entity shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

Retention money shall be paid by the Procuring Entity to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of

submission and forward the same to the Procuring Entity together with any documentation reasonably required to enable the Procuring Entity to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Entity shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Entity may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. **DEFAULT**

12.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Entity or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Entity may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Entity's notice, the Procuring Entity may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Entity instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Procuring Entity**

If the Procuring Entity fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Entity's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Entity's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be

used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Entity is entitled,
- c) if the Procuring Entity has terminated under Sub-Clause 12.1 or 12.3, the Procuring Entity shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. **RISKS AND RESPONSIBILITIES**

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Entity's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Entity. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Entity's Risks, the Contractor shall indemnify the Procuring Entity, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Entity immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Entity demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid

balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Entity is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Entity's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Entity. The Contractor shall provide the Engineer/Procuring Entity with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Entity may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Entity and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Entity and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Entity shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

15.4 **Resolution of Dispute in Absence of The Engineer.**

In case no Engineer has been appointed, the dispute, if any, between the Procuring Entity and the Contractor in connection with the Works, shall first be tried to be resolved amicably. In case the dispute could not be resolved amicably, it shall be settled as per provision of Arbitration Act-1940.

16 **INTEGRITY PACT**

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Entity shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Entity as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Procuring Entity instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Entity under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT AGREEMENT SERVICE AGREEMENT

Contract # CON/WSSCM/_____

CONTRACT FOR PROVISION OF SECURITY GUARDING SERVICES TO WSSCM JURISDICTION IN MARDAN

THIS SERVICE AGREEMENT ("Agreement") is made and entered into as of _____ by and between Water and Sanitation Services Company Mardan ("WSSCM") having an address located at Muhabbatabad Bungalow, Opposite Gulberg Town, Muhabbatabad Mardan and _____ ("Provider") (Hereinafter, each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the promises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. RELATIONSHIP OF PARTIES

The Parties agree and acknowledge that Provider is working as a Service Provider and that Provider is not and will not become a partner, agent, or principal of WSSCM while this Agreement is enforced. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither WSSCM nor Provider shall have the power to obligate or bind the other in any manner whatsoever.

2. TERM AND AMOUNT

| S. No | Category | Strength | Per Guard Per Month Inclusive Of GST | Total Rate per Month |
|-------|----------|----------|---|----------------------|
| 1 | Guards | 11 | | |
| | | | No of Months | 12 |
| | | | Total Cost per Year | |

The total amount of this contract is 2,768,220/- (Two Million Seven Hundred Sixty Eight Thousand Two Hundred and Twenty Only) per year for 7 security guards, however it may vary upon the no of security guard required to WSSCM. Subject to the terms and provisions set forth herein, including without limitation the provisions for termination as hereinafter provided, the term of this Agreement shall be valid for the period of **01 Years** starting from _____ unless otherwise agreed in writing by the Parties (the "Term"), however the contract will extend further for the period of One (01) year, subject to satisfactory past performance and cost validity.

1. The Service Provider shall submit his Invoice for payment at the end of each month with the ESSI and EOBI payment deposit slip and list of security guards registered with ESSI and EOBI.
2. As per law the Service Provider has to register his Security Guards with EOBI, Social Security, Insurance Company etc. If the client is penalized by concern authorities due to non-compliance by Service Provider, the Client will deduct the principal amount for registration (if applicable) along with a penalty imposed by the concerned authorities. Furthermore, the Client reserves the right to impose additional penalty if deemed appropriate.

3. SERVICES TO BE PERFORMED BY PROVIDER

Subject to the terms and provisions set in the Term of Reference- TOR – **Annex- A**, Provider agrees to perform the mentioned services as per attached ("TOR- **Annex- A**") in connection with WSSCM requirements.

4. OTHER EMPLOYMENT

WSSCM acknowledges that Provider, may, during the Term of this Agreement, be engaged in other business activities and may be engaged in rendering the same or similar services to other companies providing the interest of WSSCM shall not be affected.

5. INSURANCE AND BENEFITS

5.1 Provider agrees and acknowledges that as service provider, Provider and Provider's employees and sub-providers (if any) are not entitled to any of the rights or benefits afforded to WSSCM employees, including, but not limited to disability insurance, unemployment insurance, workers' compensation, business travel accident insurance, emergency evacuation coverage, sick leave or any other employee benefit or insurance. Provider waives all rights to such benefits, including any right to file a claim for any employee benefits under any applicable federal, state or local law.

5.2 Provider agrees to assume full responsibility and liability for providing, at Provider's own expense, all applicable professional, liability, medical and other insurance (including unemployment insurance, disability insurance, and workers' compensation) for Provider and Provider's employees and sub-providers (if any) to perform under this Agreement. By signing this Agreement, Provider certifies that Provider has obtained all applicable insurance coverage to perform under this Agreement. Upon request of WSSCM, Provider agrees to provide evidence of any such insurance. Provider agrees to indemnify WSSCM for any claims, costs, losses, fees, penalties, interest, or damages suffered by WSSCM resulting from Provider's failure to comply with this Article 5.

6. TAXES

Taxes shall be deducted from the invoice of provider as per the applicable tax regulation of Government of Pakistan (Federal and Provincial).

7. TERMS OF PAYMENT

a) Payment will be made on monthly basis after successful completion of services through cross cheque (transfer/cheque) within 15 days of receipt of all documents in good order. If a bank transfer is requested, all invoices must clearly indicate the Service Provider bank and bank account number. Vendor must mention WSSCM Contract/Purchase Order number in their delivery note and invoice.

b) All applicable taxes will be deducted as per Govt. of Pakistan's prevailing Laws.

8. BUSINESS EXPENSES

Parties agree and acknowledge that WSSCM shall not be liable to pay for the incurred expenses by service provider for the successful completion of required services.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1 Provider understands that WSSCM may disclose to Provider information under this Agreement of a confidential nature including, without limitation, files, donor or beneficiary information, records, drawings, specifications, equipment, and similar items relating to operations of WSSCM, that (a) is clearly and conspicuously marked as "confidential" or with a similar designation; (b) is identified by WSSCM as confidential and/or proprietary before, during, or promptly after presentation or communication; or (c) is disclosed to Provider in a manner in which WSSCM reasonably communicated, or Provider should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used ("Confidential Information"). Confidential Information shall not include information (i) previously known to Provider without an obligation of confidence owed to WSSCM, (ii) independently developed by or for Provider without use of or access to WSSCM Confidential Information, (iii) acquired by Provider from a third-party which is not known by Provider to be under an obligation of confidence owed to WSSCM with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement by Provider.

9.2 Confidential Information shall remain the exclusive property of WSSCM and shall not be removed from the premises of WSSCM under any circumstances whatsoever without the consent of WSSCM. During the Term of this Agreement and anytime thereafter, except with the prior written consent of WSSCM, Provider shall not (a) disclose any Confidential Information of WSSCM other than to Provider's officers, directors, employees, attorneys, accountants, financial advisors and contractors who are actively involved in fulfilling the obligations under this Agreement; (b) use Confidential Information, except for fulfilling the obligations under this Agreement; (c) make copies or allow others to make copies of such Confidential Information except in connection with disclosures pursuant to this Section 10.2 (a) or (b); or (d) remove or export any such Confidential Information from the country of Provider in violation of laws. Provider shall treat the Confidential Information with at least the same degree of care and protection as Provider would use with respect to Provider's own confidential information of a similar nature, but in no event less than a reasonable standard of care.

9.3 In the following cases:

- i. once any Confidential Information is no longer required for Provider to fulfill Provider's obligations for WSSCM,
- ii. at the expiration or early termination of this Agreement, or
- iii. whenever WSSCM may otherwise require such confidential information be returned, then, Provider will either destroy or render useless within thirty (30) calendar days of receipt of such written request, or deliver to WSSCM, all copies of any Confidential Information (whether in tangible or electronic form) of WSSCM provided hereunder in Provider's possession, custody or control, except to the extent, and only for so long as, required by law or needed in connection with actual or anticipated litigation or for tax or auditing purposes to maintain an archived copy thereof.

10. PROPERTY RIGHTS OF THE PARTIES

10.1 The Parties agree and acknowledge that WSSCM shall be the sole owner of all products and proceeds of the Provider's Scope of Work under this Agreement, including, but not limited to, all materials, writings, reports, designs, models, drawings, photographs, compilations of scientific and technical data, specifications, computer data bases, software, inventions, processes, and other intellectual properties fixed in writing or other media ("Works").

10.2 The Parties agree and acknowledge that the entire right, title, and interest throughout the world to all Works that are conceived, prepared, procured, generated, or produced, whether or not reduced by practice, by Provider, either solely or jointly with others during the course of, in connection with, or as related to the performance of this Agreement, shall be and hereby are vested and assigned by Provider to WSSCM.

10.3 Provider agrees to execute any and all documents as WSSCM may from time to time deem necessary or desirable to evidence, maintain, perfect, protect, enforce, or defend its rights, or title and interest in or to the Works and to do all other lawful acts as may be required by WSSCM to establish, document and protect such rights, title or interest.

10.4 Provider agrees to acquire from each of Provider's employees, and sub-providers, if any, the necessary rights to all such Works, produced by any such employee or sub-provider (if any), in performing the Scope of Work under this Agreement.

11. TERMINATION

11.1 WSSCM expressly reserves its full rights during the Term of this Agreement to terminate this Agreement with or without cause, upon written notice to Provider. Notice by WSSCM shall be deemed given and effective in accordance with the provisions set forth in Article 13 for the delivery of Notice.

11.2 Upon the effective date of termination, Provider agrees to stop all work under this Agreement and take all reasonable steps to preserve and protect all Works, and promptly deliver such Works to WSSCM.

11.3 Except as otherwise provided herein, upon the termination or expiration of this Agreement, WSSCM shall not have any further obligation to Provider, except that Provider shall be entitled to receive any payments earned or accrued through the date of termination or expiration. Notwithstanding the foregoing, no termination or expiration of this Agreement will relieve Provider for any liability for any breach of or liability accruing under this Agreement prior to the termination or expiration thereof.

11.4. Either Party may terminate this agreement upon 60 days written notice delivered to the service provider and Buyer at registered address under clause 13.

12. LIABILITY AND INDEMNIFICATION

12.1 In accordance with the terms and conditions of this Agreement, WSSCM shall not be liable for any acts or omissions whatsoever of Provider or Provider's employees or sub-providers, if any.

12.2 Provider hereby indemnifies WSSCM, together with its officers, directors, employees, and agents, and any entity to which this Agreement is assigned (if any), from any and all claims, demands, liabilities, suits, actions, administrative or regulatory or other proceedings, expenses (including reasonable attorneys' fees), fines, penalties or money judgments, arising out of or in connection with (i) a breach of any representation or warranty made by Provider to WSSCM, or (ii) the Provider's activities or Provider's employees' or sub-provider's activities (if any) under this Agreement including, but not limited to, alleged or actual violations of any applicable law or regulation or alleged or actual acts of piracy, plagiarism, copyright infringement or other improper act.

12.3 Limitation of Liability. IN NO EVENT SHALL WSSCM BE LIABLE TO PROVIDER OR PROVIDER'S AFFILIATES FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY CLAIM UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL SUCH DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR LOSS OF USE OF ANY PROPERTY OR CAPITAL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

13. NOTICES

All notices, requests, consents, claims, demands, waivers and other communications ("Notices") hereunder shall be in writing and shall be given by (a) hand delivery; (b) a nationally-recognized overnight courier; (c) email (upon confirmation of receipt); or (d) certified or registered mail, return receipt requested, postage prepaid. Such Notices shall be effective upon receipt (or refusal of receipt) and must be sent to the respective Parties at the following addresses:

If to WSSCM:

Name
Address: Muhabbatabad Bungalow, Opposite Gulberg Town, Muhabbatabad Mardan
Telephone: 0937-840890-92

If to Provider:

Name:
Address:
Telephone: 091-5252303

14. REPRESENTATIONS AND WARRANTIES

14.1 Provider's Warranties. Provider hereby represents and warrants to WSSCM that:

(i) Provider is and shall remain in compliance with all applicable laws, statutes and regulations including, but not limited to, export controls, import controls, customs regulations, trade embargoes and other trade sanctions and laws governing unlawful boycotts and payments to foreign government officials;

(ii) Provider acknowledges that Provider is prohibited from conducting transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the legal responsibility of Provider to ensure compliance, including compliance of Provider's sub-contractors if any, with these prohibitions;

(iii) Provider represents and warrants that neither Provider, nor any of Provider's affiliates or subsidiaries, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines.

14.2 Parties' Representations and Warranties. Each Party represents and warrants that: (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (b) it has properly registered in all jurisdictions for its performance under this Agreement; and (c) it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement.

14.3 Compliance with laws. This Agreement is subject to all applicable state, federal, county and municipal laws, statutes and regulations, including child labor laws.

15. FORCE MAJEURE

No Party shall lose any rights hereunder or be liable for any failure or delay in performance of any of its obligations hereunder if (i) the failure or delay is the result of an act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake); acts of war or terrorism, including chemical or biological warfare; embargo; riots; insurrection or intervention of any government or authority; or any other governmental acts, orders, or restrictions; and (ii) the defaulting Party has exercised all reasonable efforts to avoid or remedy such force majeure. The defaulting Party must provide written notice of the force majeure event to the remaining Party within two (2) calendar days of such event. Provider acknowledges that, in the event Provider does not exercise all reasonable efforts to avoid or remedy such force majeure or written notice is not provided within two (2) calendar days of such event, any Provider's failure to perform resulting from such force majeure shall be deemed a breach of this Agreement.

16. CONFLICT OF INTEREST; ETHICAL AND SOCIAL OPERATING STANDARDS

16.1 Conflict of Interest.

- i. Provider hereby warrants that, to the best of Provider's knowledge, no WSSCM employee, officer, consultant or other party related to the WSSCM has a financial interest in the Provider's business activities.
- ii. Discovery of an undisclosed conflict of interest will result in immediate termination of this Agreement and disqualification of Provider from participation in future WSSCM activities.

16.2 Ethical and Social Operating Standards.

- i. Provider hereby acknowledges that WSSCM adheres to the core values of Integrity, Service, and Accountability in all aspects of its work, including procurement. WSSCM employees and independent contractors are expected to behave in accordance with these values. WSSCM hereby requests that Provider inform an WSSCM, upon becoming aware that an WSSCM worker is acting in a manner that is not consistent with these values.
- ii. Provider hereby agrees to maintain high ethical and social operating standards during the Term, including:
 - a) Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of Provider's employees and WSSCM beneficiaries; prohibition of trafficking in persons.

- b) Environmental aspects: Provision of goods and services with the least negative impact on the environment.
- c) Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack or bring unintended advantage to any military actors or other combatants.
- d) Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

17. ARBITRATION; GOVERNING LAW

17.1 Arbitration.

- i. In the event of a dispute arising out of or in relation to the terms of this Agreement, representatives of WSSCM and Provider shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If such representatives are unable to resolve the dispute in a satisfactory manner within ten (10) calendar days, either Party may seek binding arbitration.
- ii. Upon receipt of written notice by either Party calling for arbitration with respect to any dispute arising out of or in relation to the terms of this Agreement, such arbitration shall be conducted in accordance with the law.
- iii. The arbitrator shall not have the right to award punitive damages or speculative damages to either Party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. A decision of the arbitrator shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction by either Party.
- iv. The prevailing Party in any arbitration shall be awarded reasonable attorneys' fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator for good cause determines otherwise.

18. MISCELLANEOUS

18.1 *Entire Agreement.* This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the contracting of Provider by WSSCM and contains all of the covenants and agreements between the Parties with respect thereto. The Parties agree and acknowledge that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either Party, except that any other written agreement dated concurrent with or after this Agreement shall be valid if it is in writing and signed by the Parties.

18.2 *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto.

18.3 *Assignability.* WSSCM shall have the right to assign this Agreement to any subsidiary of WSSCM and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by or against said assigns. The rights, benefits and obligations of Provider under this Agreement are personal to Provider, and no such rights, benefits or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

18.4 *Modifications.* This Agreement shall not be amended or modified except by written instrument executed by both Parties.

18.5 *Waiver.* No waiver shall be effective unless in writing and signed by the waiving Party. The failure of either Party to insist on strict compliance with any provision hereof shall not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

18.6 *Remedies.* The remedies accorded to the Parties by this Agreement are in addition to, and not in lieu of, all other remedies to which the Parties may be entitled at law or in equity.

18.7 *Severability.* If any provision (or portion thereof) of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect as if such invalid, void or unenforceable term had never been included.

18.8 *Ambiguities.* Each Party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

18.9 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, portable data format or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

General Terms and Condition

19. That if a security guard of the **Service Provider** is found guilty of misconduct or involved in any objectionable/undesirable activity, the **WSSCM** will inform **Service Provider** for his immediate removal and its appropriate replacement.

20. That the **WSSCM** will provide administrative assistance as deemed appropriate to the **Service Provider** for protecting / safeguarding the **WSSCM's** Interest / property / persons.

21. That the **WSSCM** will not misuse security staff for other tasks like cooking, loading/un-loading, shifting of stores /equipment's, maintenance of garden, cleaning of vehicles etc.

22. If any conflict arises between the parties, the matter will refer to the Management Committee Comprising of both parties equal members.

23. If the dispute is not resolved by both the authority mentioned above then in accordance with Arbitration Act 1940, such cases dispute shall be referred to arbitration to a sole arbitrator if one can be agreed upon or two Arbitrator one to be appointed by each party and an umpire to be appointed by the Arbitrators.

24. The **Service Provider** is bound-to provide desired weapon with valid license copy to security guard.

25. The **Service Provider** shall be bound to provide well trained guards with minimum age limit for civilian is 35 years while maximum age of all guards shall not exceed 50 years.

26. The retired guards must have minimum experience of 6x month working as security guard with a reputable organization.

27. The **Service Provider** shall provide security staff for the security Services round the clock (24/7) for the mentioned premises.

28. The **WSSCM** should not interfere in selection, enrollment, training process of **Service Provider** and should not insist on enrollment of unfit personal. (SG/LS)

29. The **Service Provider** will not be responsible for any wrong doing of personals recommended/related/appointed by **WSSCM**.
30. Any penalty levied or claimed by the client will be based on Joint Inquiry (JIT) comprising the representatives of both the parties and The **WSSCM** will not carry out any deduction without concurrence of **Service Provider**.
31. The First 1 month of the contract will be treated as probation period with 100% payment of invoices/services provided by **Service Provider**.
32. The shift timings of Guards shall be from 08:00 AM to 2:00 PM, from 2:00 PM to 08:00 PM and 08:00 PM to 08:00 AM. (However, will be changed with mutual concerns as per winter/summer season timings or as per requirement of **WSSCM**).
33. That the **WSSCM** shall have full authority over the deployment of the Guards at Premises and **Service Provider** shall be responsible to carry out the deployment of guard for their duties in accordance with the requirement of the **WSSCM** with in Premises.
34. The guards should be literate, can read & write and shall have fluency in speaking Pashto and Urdu Language.
35. Every Guard shall be dressed in proper company's uniform with cap and belt, provided by **Service Provider**.
36. The **Service Provider** will be responsible to provide metal detector (if required) at all entrance and exit points of Premises.
37. The ammo consumed for Practice fire or on order of client will be charged from client at the rate provided by Sp Svcs Br HO to **Service Provider**.
38. The **WSSCM** supervisor and staff will not interfere in internal affair functioning of **Service Provider** and Sops, policies, hierarchy of **Service Provider** command/control will not be under mined.
39. The Service Provider shall abide by and comply with the provisions of all Acts and Rules by central/KPK Govt: as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk without interference of **WSSCM**.
40. **Service Provider** shall carry out work directly and not allowed to carry out whole or part of the work through subcontracts.
41. The above requisitioned manpower requirement will get weekly 1 day off, other leave, absence requirements which will be manage by Service Provider without any interference of **WSSCM**.
42. If a security guard found in non – performance of his duties as per rules regulation/ of the **Service Provider** strict disciplinary action will be taken and also deduction from the Guard by **Service Provider** will not be objected by **WSSCM**.

43. This Agreement shall be governed and construed in accordance with the laws of Pakistan. The courts of Peshawar KPK, Pakistan shall have exclusive jurisdiction in respect of disputes arising hereunder.

IN WITNESS WHEREOF, the Parties to this Agreement by their duly authorized representatives have executed this Agreement as of the date first above written.

| |
|---------------------|
| Stamp and Signature |
|---------------------|

For and on behalf of WSSCM, Mardan

CHIEF EXECUTIVE OFFICER

Water and Sanitation Services Company, Mardan

WITNESSES:

1. _____

2. _____

| |
|---------------------|
| Stamp and Signature |
|---------------------|

For and on behalf of the

M/S

WITNESSES:

1. _____

2. _____

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Procuring Entity)

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 "Procuring Entity") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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

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

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

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

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Entity)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Entity) 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 Entity, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Entity'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 Entity, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Entity without delay upon the Procuring Entity's first written demand without cavil or arguments and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Entity's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Entity's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Entity 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 Entity 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 _____ |
| 2. _____ | |
| _____ | _____ Corporate Guarantor (Seal) |
| (Name, Title & Address) | |

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Procuring Entity)

WHEREAS the _____ (hereinafter called the Procuring Entity) has entered into a Contract for _____
_____ (Particulars of Contract), with _____ (hereinafter called the Contractor).

AND WHEREAS the Procuring Entity has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. _____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

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

AND WHEREAS _____ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Entity agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or e-mail.

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

Guarantor (Scheduled Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

SPECIFICATIONS

[Note for Preparing the Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

***DRAWINGS**

* (Note: The Engineer/Procuring Entity may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).