

**BALUCHISTAN INTEGRATED WATER RESOURCES MANAGEMENT
AND DEVELOPMENT PROJECT (BIWRMDP)**



REQUEST FOR QUOTATION

FOR

**PROCUREMENT OF LABORATORY TESTING SERVICES FOR
ENVIRONMENTAL BASELINE STUDIES FOR DIFFERENT SCHEMES
REGARDING ENVIRONMENTAL & SOCIAL MANAGEMENT PLANS
AND & CHECKLISTS**

PK-PMU-BIWRMDP-65562-NC-RFQ

(May 2020)

Office of the Project Director,
215-B, Jinnah Town Quetta - Phone # 081-2870705 Fax # 081-2870704

**BALUCHISTAN INTEGRATED WATER RESOURCES
MANAGEMENT AND DEVELOPMENT PROJECT (BIWRMDP)**

**REQUEST FOR QUOTATION (RFQ)
FOR**

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Date: 7th May, 2020

Section 1

1. The Government of Baluchistan has obtained a loan No. 5885-PAK from the World Bank for Water Resource Management & Development in the province and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this Request for Quotations is issued. This procurement process will be conducted in accordance with the **Shopping** method of procurement contained in the World Bank Guidelines: Procurement of Goods, Services and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers, dated: January 2011, revised July 2014 and the procedures described herein.
2. The Implementing Agency Baluchistan Integrated Water Resources Management and Development Project (BIWRMDP) invites quotation for Procurement of Services for Laboratory Testing For Environmental Baseline Studies For Different Schemes Regarding Environmental & Social Management Plans And & Checklists. Further details are described in **Section III, Terms of Reference**. For the purpose of any resulting Contract the Implementing Agency or their named representative shall be the Project Manager.
3. Relevant service providers are invited to submit their priced quotation(s) as per Terms of Reference mentioned in Section III. Service providers must quote for all the items in bills of quantities contained in the Terms of Reference. Quotations will be compared, evaluated and contract will be awarded to the Service Provider meeting the eligibility criteria and offering the lowest evaluated total cost.
4. Services Provider's quotation must be marked "Laboratory Testing For Environmental Baseline Studies For Different Schemes Regarding Environmental & Social Management Plans And & Checklists" and submitted to: The Project Director, Baluchistan Integrated Water Resources Management and Development Project, 215-B, Jinnah Town, Samungli Road Quetta. Quotations will be evaluated and contract will be awarded to the firm offering the lowest evaluated total cost fulfilling all the eligibility criteria as per the procurement guidelines of the World Bank.
5. Where required, the quotation should be accompanied by adequate technical documentation, catalogue(s) and other printed material or pertinent information as may be relevant and required.

6. Quotation must reach at the address indicated in Para-4 above **on or before 12:00 Hours of 10th June 2020**. Evaluation of quotations shall follow after the cut-off date for submission.
7. Quotation(s) should be submitted as per the instructions contained in the Quotation Documents.

Prices: The prices should be quoted in Pak Rupees only and should be inclusive of all associated costs likely to be incurred in completing the task according to specifications and should be inclusive of all admissible taxes and levies.

Evaluation and Award of Contract: Offers determined to be substantially responsive to the Terms of Reference will be evaluated by comparison of their prices, in addition to the eligibility requirements outlined in the Section-II of this RFQ. The Purchase Order will be awarded to the Service Provider offering the lowest evaluated price and that meets the eligibility criteria.

Validity of the Offer: The quotation(s) should be valid for a period of 45 days from the date for receipt of quotation(s) indicated in Paragraph 6 above.

Section II

Instructions for Preparing Quotations

1. Scope of Procurement:

BIWRMDP invites price quotations for Procurement of Laboratory Testing Services For Environmental Baseline Studies For Different Schemes Regarding Environmental & Social Management Plans And & Checklists as described in the Terms of Reference given in Section III. The successful Service Provider shall be expected to complete the Services within 30 days of the award of assignment.

2. Eligibility to Quote: Offerers are required to meet the following criteria to be eligible to quote:

- a) Must have 03 years of relevant laboratory testing experience.
- b) Must be approved Laboratory Testing Service Provider by any Environmental Protection Agency within Pakistan.
- c) Must be registered with tax authorities.

Following documents shall be required to be submitted to establish eligibility:

- a) Company's profile containing following information:
 - i. Registration Certificates with Tax authorities
 - ii. Service Orders and completion certificates demonstrating that the Service Provider has experience of at least 03 years in relevant laboratory testing.
 - iii. Proof of registration/ approval by any Environmental Protection Agency within Pakistan.

A Service Provider can only submit one quotation for all items described in BOQ.

4. Contents of Quotation Documents: The set of proposal documents comprises the documents listed below:

Section I	Invitation to Quote
Section II	Instruction for Preparing Quotations
Section III	Terms of Reference including Bill of Quantities.
Section IV	Form of Quotation
Section V	Form of Contract Agreement
Section VI	Conditions of Contract

5. Documents Comprising the Proposal: The Quotation submitted by the Offerer/Service Provider shall comprise the following documents:

- (i) Form of Quotation (as per samples attached)
- (ii) Eligibility and Experience Information (Profile)
- (iii) Copies of taxation documents

6. Price Quotation: The Contract shall be for the services and shall be based on the unit and total price for fixed unit rate contract. Prices shall be quoted entirely in Pak Rupees. The Service Provider shall fill in the rates and prices for all items described in the BOQ. All duties, taxes and other levies payable by the Service Provider under the Contract, shall be included in the rates, prices, and total price Quotation submitted by the Service Provider.

The rates and prices quoted shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.

7. **Item-by-Item Commentary on the Technical Requirements:** Where required the Service Provider must provide an item-by-item commentary on the Implementing Entity's Technical Requirements demonstrating the substantial responsiveness to Terms of Reference.
8. **Validity of Quotations.** The price quotation shall remain valid for the period of (45) calendar days counted from the date of submission of Quotation. The Employer may request the Service Provider to extend the period of validity for a specified additional period. The Employer's request and the Service Provider's responses shall be made in writing or by fax or electronic mail. A Service Provider may refuse the request for extension of Quotation validity in which case it may withdraw its Quotation without any penalty. A Service Provider agreeing to the request for extension of Quotation will not be required or permitted to otherwise modify its Quotation.
9. **Language of the Quotation:** All documents relating to the Quotation and contract shall be in the English language.
10. **Preparation of Quotations:** The Service Provider shall prepare one original of the documents comprising the Price Quotation as described in Clause 6 above, with the Form of Quotation, and clearly marked "**Original**". In addition, the Service Provider shall also submit one copy which shall be clearly marked as "**COPY**". In the event of discrepancy between them the original shall prevail.

The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The authorization shall be confirmed from a written power of attorney attached with the bid authorizing the signatory of the bid to act for and on behalf of the bidder. All pages of the bid shall be duly initialed and stamped by the authorized person. All the pages of the Quotation (Price Quotation) where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Price Quotation.

11. **Place and Deadline for Submission of Price Quotations:** The Price Quotations shall be delivered to the Employer at the address given in Paragraph 4 of the Invitation to Quote on or before the deadline mentioned in paragraph 6 of Invitation to Quote.
12. **Process to be Confidential:** Information relating to examination, clarification, evaluation and comparison of quotations and recommendation for the PO/ contract award shall not be disclosed until the award to successful Service Provider has been announced.
13. **Evaluation and Comparison of Quotations:** The Employer will award the Contract to a Service Provider whose Quotation has been determined to be substantially responsive to the proposal documents and who has offered the lowest evaluated price quotation. In evaluating the quotations, the Employer will determine for each proposal the evaluated price quotation by adjusting the price quotation by making any correction for any arithmetic errors as follows:
 - (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

(c) If a Service Provider refuses to accept the correction, the project authority reserves the right to reject the Quotation.

15. **Employer's Right to Accept Any Quotation and to Reject any or all Quotations:** The Employer reserves the right to accept or reject any quotation, and to cancel the process of competition and reject any or all quotations, at any time prior to the award of Contract, without thereby incurring any liability to affected offerors.
16. **Employer's Right to Increase or Decrease Quantities:** The Employer, reserves the right to increase or decrease quantities of prescribed items in BOQ before signing and during the execution of contract.
17. **Notification of Award and Signing of Contract:** Results of evaluation would be known in a reasonable time. Service Providers are instructed not to approach the Employer after opening of quotations until the finalization of award. The Service Provider whose Quotation has been accepted will be notified of the award by the Employer prior to expiration of validity period of Quotation, by registered letter. This letter will state the sum that the Employer will pay to the Service Provider in consideration of the providing of services by the Service Provider as prescribed by the Contract. The written notification of award will constitute the formation of Contract.
18. **Interpretation:** The Employer is not responsible for any wrong interpretation of any clause of this document.

Section III

TERMS OF REFERENCE

1. Background

The Government of the Islamic Republic of Pakistan, represented by the Government of Balochistan (GoB), has received a loan from The World Bank/IDA for the implementation of the Balochistan Integrated Water Resources Management & Development Project (BIWRMDP).

The Project Development Objective (PDO) is to strengthen provincial government capacity for water resources monitoring and management, and to improve community/based water management for targeted irrigation schemes in Balochistan. The project has 3 main components and 9 sub-components. Among others, the Sub-Component B-1 is designed to invest in rehabilitation of six irrigation schemes located in Nari and Porali River Basins of Balochistan while following an Integrated Water Resources Management (IWRM) approach; to ensure sustainable livelihood and improve resilience of the beneficiary communities.

In this regard, Environmental & Social Management Plans (ESMPs) are being prepared for each of the schemes. As part of ESMP for each scheme, a baseline of environmental parameters is being established and hence this assignment.

This RFQ invites quotations for carrying out tests for following schemes:

- i. Sheb-e-Maidan Flood Irrigation Scheme in Porali Basin – District Lasbella
- ii. Sehan Flood Irrigation Scheme in Nari Basin, District Loralai and
- iii. Sibi Town Water Supply Scheme in Nari Basin – District Sibi
- iv. Mushkaf Water Supply Scheme in Nari Basin – District Kachhi
- v. Nari Gorge Water Supply Scheme in Nari Basin – District Sibi
- vi. Nimmi / Gandacha Water Supply Scheme in Porali Basin – District Lasbella
- vii. Khuzdar Perennial Irrigation Scheme in Porali Basin – District Khuzdar

2. Description of Sub-Projects and Locations

2.1 Sheb-e-Maidan Flood Irrigation Scheme in Porali Basin, District Lasbella

- Construction of about 100 m long, 1 m high RCC Weir, undersluice, diversion Services and care of water, outlet Services, and Guide Bunds
- Construction of Main Canal and Distributaries including, Bush clearance, excavation for canals, Excavation and formation of embankments for canals and stone pitching where required.
- Construction of Hydraulic structures along with excavation for hydraulic canal structures,

2.2 Sehan Flood Irrigation Scheme in Nari Basin, District Loralai

The project involves the construction of :

- Construction of about 100 m long, 1 m high RCC Weir, undersluice, diversion Services and care of water, outlet Services, and Guide Bunds
- Construction of Main Canal and Distributaries including, Bush clearance, excavation for canals, Excavation and formation of embankments for canals and stone pitching where required.

- Construction of Hydraulic structures along with excavation for hydraulic canal structures,

2.3 Sibi Town Water Supply Scheme, in District Sibi

The project involves the construction of:

- Infiltration Gallery
- Pump Stations
- Storage Tanks
- 18" dia Gravity Pipeline

2.4 Khuzdar Flood Irrigation Scheme, in District Khuzdar

The project involves the construction of:

- Head Regulators
- Escape Regulators
- Remodelling of existing channels

2.5 Water Supply Schemes for Mushkaf, Nari Gorge and Nimmi / Gandacha in Kachhi, Sibi and Lasbella Districts

The project involves the construction of:

- Pump Stations,
- Tubewells
- O.H Reservoirs
- Laying of Pipelines

3. Objective and Scope of Services

The overall objective of this study is to provide environmental baseline data for Sheb-e-Maidan Flood Irrigation Scheme in Porali Basin, Sehan Flood Irrigation Scheme in Loralai, Sibi Town Water Supply scheme in Sibi, Mushkaf Water Supply Scheme in Kachhi, Nari Gorge Water Supply Scheme in Sibi and Nimmi and Gandach Water Supply Scheme in Lasbella. The proposed study is required to monitor baseline ambient air quality, noise and testing of water and soil samples from the sub-project areas. The data of air quality, noise and meteorological parameters be collected with the interval of 01 hour for 24 hours at each sites. The firm shall also prepare and produce detail reports on baseline data.

The locations and number of tests provided in this TORs may change in accordance to the need of the sub-project area and Client.

4. Ambient Air/Noise/Metrological Paramters Monitoring & Soil and Water Quality Testing

4.1 Site/Locations

The tentative site locations/points of ambient air/noise monitoring and collection of samples are presented in following figures for the these schemes. Selection of final samples for the these schemes will be carried out at site.

Figure 1: Monitoring Location of Ambient Air/Noise Parameters in Sheb-e-Maidan FIS

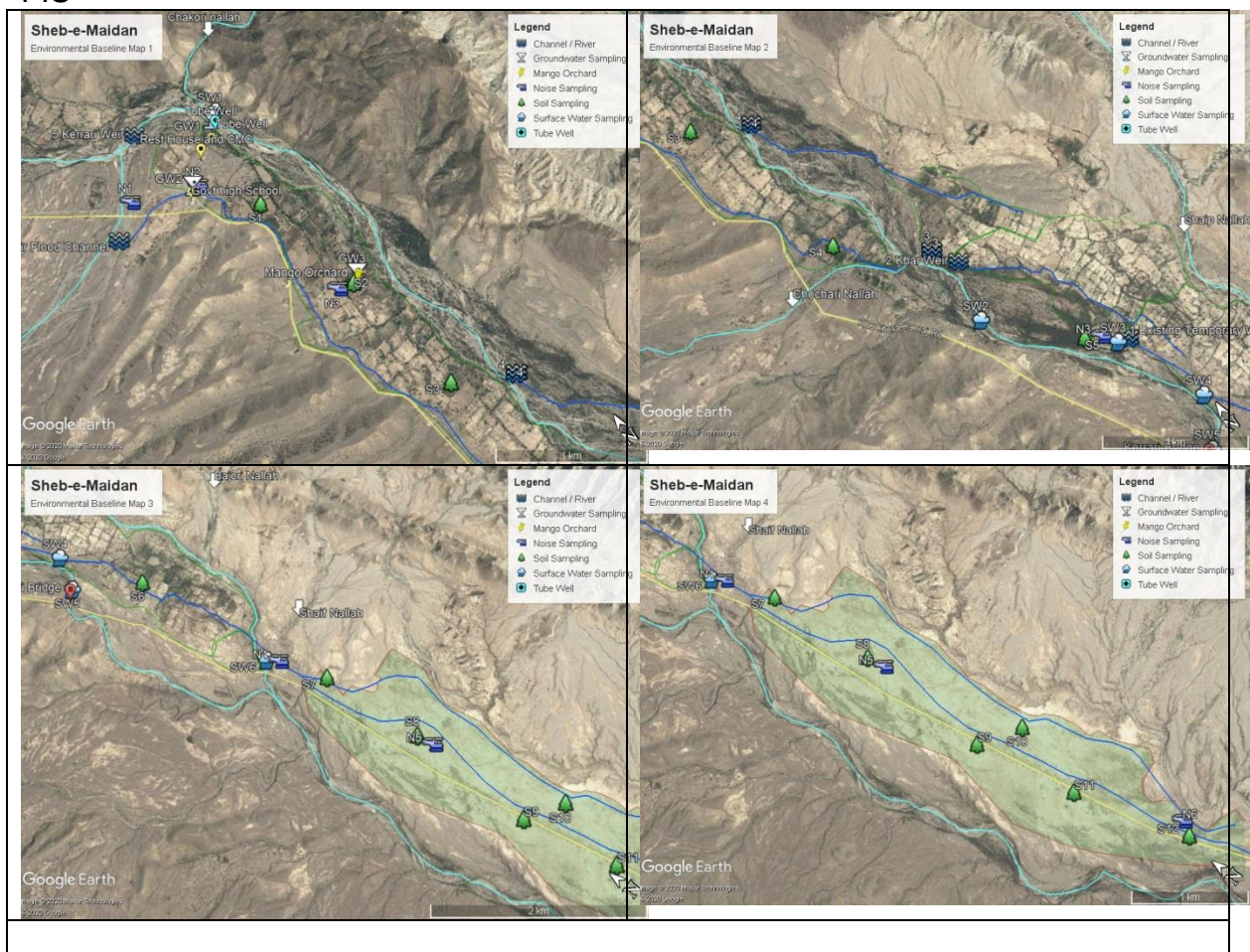


Figure 2: Monitoring Location of Ambient Air/Noise Parameters in Sehan FIS

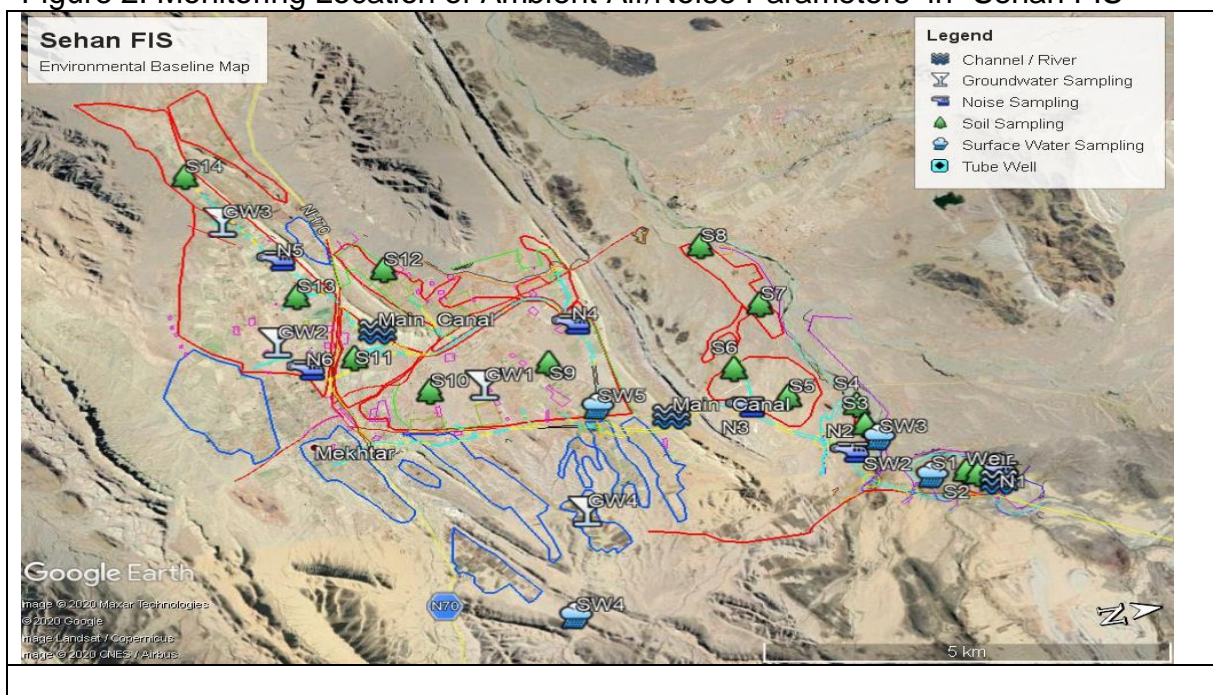


Figure 3: Monitoring Location of Ambient Air/Noise Parameters in Sibi Water Supply Scheme

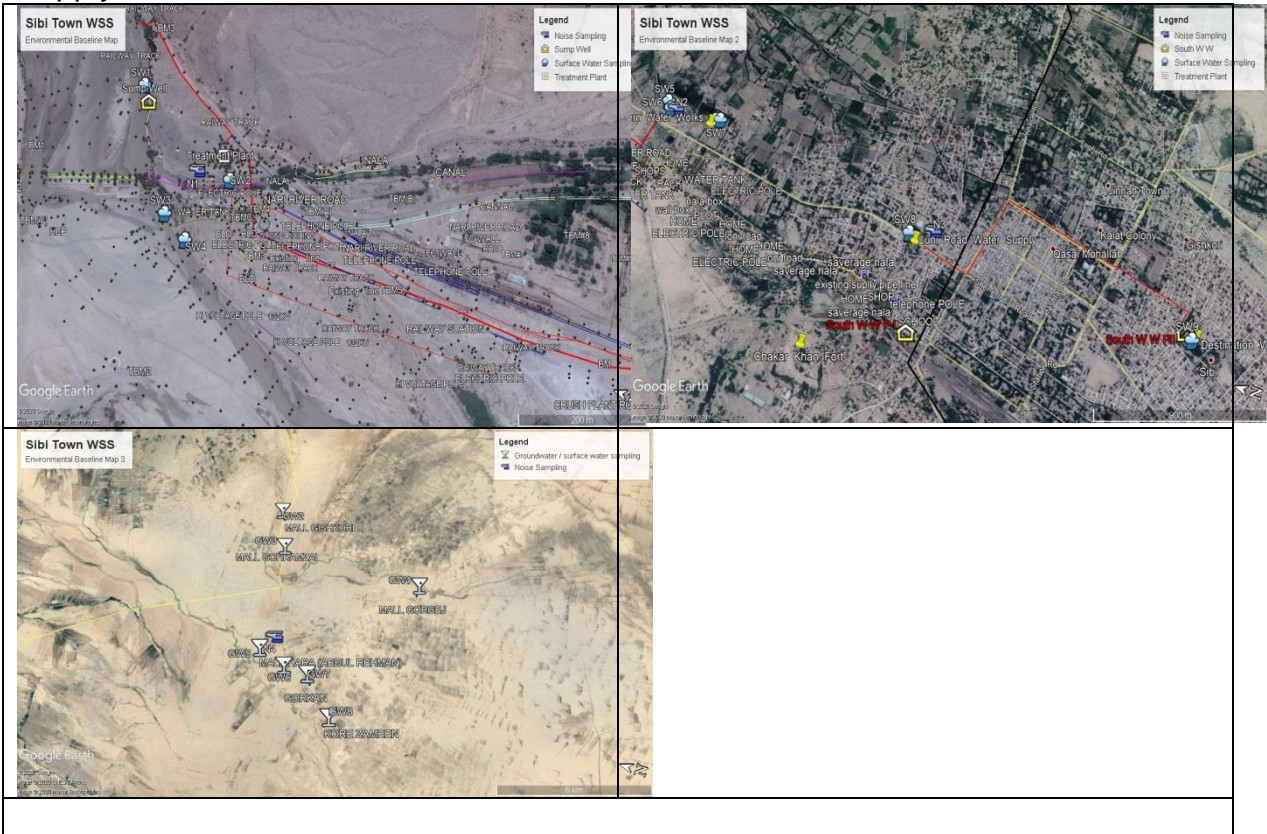
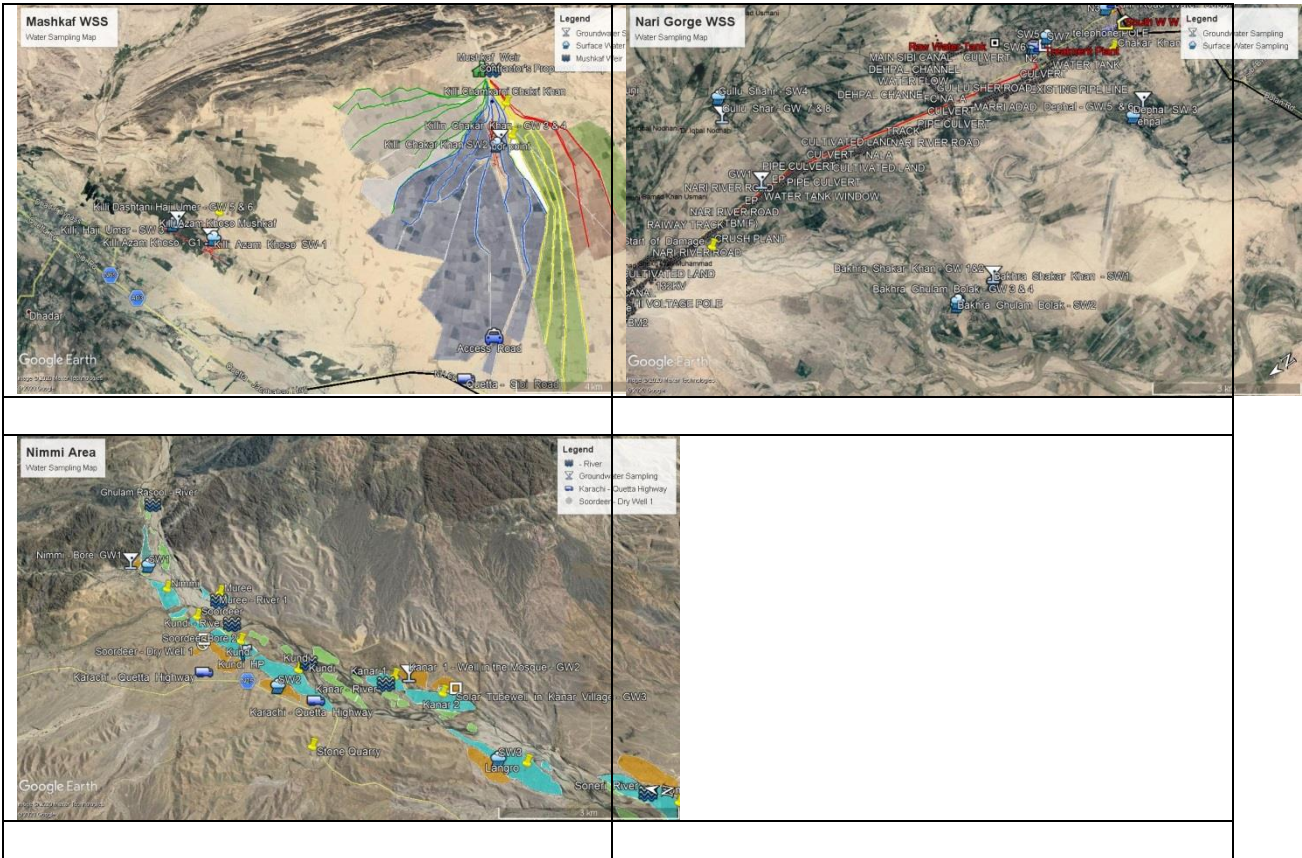


Figure 4: Monitoring Location of Water Samples in Mushkaf , Nari Gorge and Nimmi/ Gandacha areas



4.2 Parameters to be monitored

The parameters which will be monitored against Ambient Air Quality, Water Quality Test and soil tests are mentioned in Bill of Quantities given below. However, the location and number of tests provided in this TORs may change in accordance to the need of the sub-project area and Client.

5. Reporting Requirement

The Service Provider shall also prepare and produce a detail report on environmental baseline data for each scheme area.

The tests results and parameters monitored shall be presented in the report at the end of assignment in an approved format with the Client. The report should also include all the necessary data with respect to date, time, weather, GPS coordinates of the location of sampling, sampler's name, Engineer's representative name etc in the report.

6. Time

The Service Provider is required to complete the assignment and submitted all reports within 30 days of award of the Services or a timeframe as agreed by the Employer at the time of award.

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BILL OF QUANTITIES

SUMMARY

PROJECT NAME	AMOUNT (RS.)
1. Shab -e-Maidan Irrigation Scheme in Porali Basin – District Lasbella	
2. Sehan Irrigation Scheme in Nari Basin, - District Loralai Lasbella	
3. Sibi Town Water Supply Scheme in Nari Basin – District Sibi	
4. Mushkaf Water Supply Scheme in Nari Basin – District Kachhi	
5. Nari Gorge Water Supply Scheme in Nari Basin – District Sibi	
6. Nimmi / Gandacha Water Supply Scheme in Porali Basin – District Lasbella	
7. Khuzdar Perennial Irrigation Scheme	
TOTAL (In Figures)	
TOTAL (In Words)	

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BILL OF QUANTITIES

BILL 1 – SHAB-E-MAIDAN IRRIGATION SCHEME DISTRICT LASBELA

S.NO.	TYPE OF SAMPLE	UNIT	QUANTITY	RATE (RS.)	AMOUNT (RS.)
1	Ambient Air and noise testing (NO ₂ , SO ₂ , CO, Noise Level, PM ₁₀ , TSP, Wind Speed, Wind Direction, Ambient Temperature, Relative Humidity)	No	6		
2	Drinking Water Quality Test (Surface Water / Groundwater)	No	8		
	Physical Water Quality Parameters that includes: Color, Odor, Taste, Turbidity, Conductivity, pH, TDS, TSS				
	Chemical Water Quality Parameters such as: pH, turbidity, TDS, carbonate, bicarbonate, alkalinity, potassium, sodium, calcium, magnesium, chloride, and sulfate. Chlorides, Hardness (CaCo ₃), Nitrate, Fluoride, Iron, Arsenic, Copper, Zinc, Mercury				
	Biological Water Quality Parameters such as: fecal coliform, E-coli, and total coliform.				
3	Soil Analysis				
	Analysis of Pollutants / Chemicals (Cadmium, Chromium, Copper, Lead, Mercury, Arsenic, Barium, Boron, Nickel, Organic Chlorine, Pesticides for sediments quality)	No	8		
	Soil Taxonomical Classification	No	6		
	Sieve Analysis and Hydrometer Analysis	No.	6		
S/Total Carried to Summary					

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BILL OF QUANTITIES

BILL 2 – SEHAN IRRIGATION SCHEME DISTRICT LORALAI

S.NO.	TYPE OF SAMPLE	UNIT	QUANTITY	RATE (RS.)	AMOUNT (RS.)
1	Ambient Air and noise testing (NO ₂ , SO ₂ , CO, Noise Level, PM ₁₀ , TSP, Wind Speed, Wind Direction, Ambient Temperature, Relative Humidity)	No	5		
2	Drinking Water Quality Test (Surface Water / Groundwater)	No	6		
	Physical Water Quality Parameters that includes: Color, Odor, Taste, Turbidity, Conductivity, pH, TDS, TSS				
	Chemical Water Quality Parameters such as: pH, turbidity, TDS, carbonate, bicarbonate, alkalinity, potassium, sodium, calcium, magnesium, chloride, and sulfate. Chlorides, Hardness (CaCo ₃), Nitrate, Fluoride, Iron, Arsenic, Copper, Zinc, Mercury				
	Biological Water Quality Parameters such as: fecal coliform, E-coli, and total coliform.				
3	Soil Analysis				
	Analysis of Pollutants / Chemicals (Cadmium, Chromium, Copper, Lead, Mercury, Arsenic, Barium, Boron, Nickel, Organic Chlorine, Pesticides for sediments quality)	No	8		
	Soil Taxonomical Classification	No	6		
	Sieve Analysis and Hydrometer Analysis	No.	6		
S/Total Carried to Summary					

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BILL OF QUANTITIES

BILL 3 – SIBI TOWN WATER SUPPLY SCHEME DISTRICT SIBI

S.NO.	TYPE OF SAMPLE	UNIT	QUANTITY	RATE (RS.)	AMOUNT (RS.)
1	Ambient Air and noise testing (NO ₂ , SO ₂ , CO, Noise Level, PM ₁₀ , TSP, Wind Speed, Wind Direction, Ambient Temperature, Relative Humidity)	No	4		
2	Drinking Water Quality Test (Surface Water / Groundwater)	No	12		
	Physical Water Quality Parameters that includes: Color, Odor, Taste, Turbidity, Conductivity, pH, TDS, TSS				
	Chemical Water Quality Parameters such as: pH, turbidity, TDS, carbonate, bicarbonate, alkalinity, potassium, sodium, calcium, magnesium, chloride, and sulfate. Chlorides, Hardness (CaCO ₃), Nitrate, Fluoride, Iron, Arsenic, Copper, Zinc, Mercury				
	Biological Water Quality Parameters such as: fecal coliform, E-coli, and total coliform.				
3	Soil Analysis				
	Analysis of Pollutants / Chemicals (Cadmium, Chromium, Copper, Lead, Mercury, Arsenic, Barium, Boron, Nickel, Organic Chlorine, Pesticides for sediments quality)	No	4		
S/Total Carried to Summary					

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BILL OF QUANTITIES

BILL 4 – MUSHKAF WATER SUPPLY SCHEME DISTRICT KACHI

S.NO.	TYPE OF SAMPLE	UNIT	QUANTITY	RATE (RS.)	AMOUNT (RS.)
1	Ambient Air and noise testing (NO ₂ , SO ₂ , CO, Noise Level, PM ₁₀ , TSP, Wind Speed, Wind Direction, Ambient Temperature, Relative Humidity)	No	3		
2	Drinking Water Quality Test (Surface Water / Groundwater)	No	6		
	Physical Water Quality Parameters that includes: Color, Odor, Taste, Turbidity, Conductivity, pH, TDS, TSS				
	Chemical Water Quality Parameters such as: pH, turbidity, TDS, carbonate, bicarbonate, alkalinity, potassium, sodium, calcium, magnesium, chloride, and sulfate. Chlorides, Hardness (CaCo ₃), Nitrate, Fluoride, Iron, Arsenic, Copper, Zinc, Mercury				
	Biological Water Quality Parameters such as: fecal coliform, E-coli, and total coliform.				
S/Total Carried to Summary					

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BILL OF QUANTITIES

BILL 5 – NARI GORGE WATER SUPPLY SCHEME DISTRICT SIBI

S.NO.	TYPE OF SAMPLE	UNIT	QUANTITY	RATE (RS.)	AMOUNT (RS.)
1	Ambient Air and noise testing (NO ₂ , SO ₂ , CO, Noise Level, PM ₁₀ , TSP, Wind Speed, Wind Direction, Ambient Temperature, Relative Humidity)	No	3		
2	Drinking Water Quality Test (Surface Water / Groundwater)	No	6		
	Physical Water Quality Parameters that includes: Color, Odor, Taste, Turbidity, Conductivity, pH, TDS, TSS				
	Chemical Water Quality Parameters such as: pH, turbidity, TDS, carbonate, bicarbonate, alkalinity, potassium, sodium, calcium, magnesium, chloride, and sulfate. Chlorides, Hardness (CaCo ₃), Nitrate, Fluoride, Iron, Arsenic, Copper, Zinc, Mercury				
	Biological Water Quality Parameters such as: fecal coliform, E-coli, and total coliform.				
S/Total Carried to Summary					

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BILL OF QUANTITIES

BILL 6 – NIMMI/GUNDACHA WATER SUPPLY SCHEME DISTRICT LASBELA

S.NO.	TYPE OF SAMPLE	UNIT	QUANTITY	RATE (RS.)	AMOUNT (RS.)
1	Ambient Air and noise testing (NO ₂ , SO ₂ , CO, Noise Level, PM ₁₀ , TSP, Wind Speed, Wind Direction, Ambient Temperature, Relative Humidity)	No	3		
2	Drinking Water Quality Test (Surface Water / Groundwater)	No	6		
	Physical Water Quality Parameters that includes: Color, Odor, Taste, Turbidity, Conductivity, pH, TDS, TSS				
	Chemical Water Quality Parameters such as: pH, turbidity, TDS, carbonate, bicarbonate, alkalinity, potassium, sodium, calcium, magnesium, chloride, and sulfate. Chlorides, Hardness (CaCo ₃), Nitrate, Fluoride, Iron, Arsenic, Copper, Zinc, Mercury				
	Biological Water Quality Parameters such as: fecal coliform, E-coli, and total coliform.				
S/Total Carried to Summary					

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BILL OF QUANTITIES

BILL 7 – KHUZDAR PERENNIAL IRRIGATION SCHEMES DISTRICT KHUZDAR

S.NO.	TYPE OF SAMPLE	UNIT	QUANTITY	RATE (RS.)	AMOUNT (RS.)
1	Ambient Air and noise testing (NO ₂ , SO ₂ , CO, Noise Level, PM ₁₀ , TSP, Wind Speed, Wind Direction, Ambient Temperature, Relative Humidity)	No	4		
2	Drinking Water Quality Test (Surface Water / Groundwater)	No	8		
	Physical Water Quality Parameters that includes: Color, Odor, Taste, Turbidity, Conductivity, pH, TDS, TSS				
	Chemical Water Quality Parameters such as: pH, turbidity, TDS, carbonate, bicarbonate, alkalinity, potassium, sodium, calcium, magnesium, chloride, and sulfate. Chlorides, Hardness (CaCO ₃), Nitrate, Fluoride, Iron, Arsenic, Copper, Zinc, Mercury				
	Biological Water Quality Parameters such as: fecal coliform, E-coli, and total coliform.				
3	Soil Analysis				
	Analysis of Pollutants / Chemicals (Cadmium, Chromium, Copper, Lead, Mercury, Arsenic, Barium, Boron, Nickel, Organic Chlorine, Pesticides for sediments quality)	No	8		
S/Total Carried to Summary					

Section IV
Form of Quotation

Date: ____/____/2020

To:

The Project Director,
Balochistan Integrated Water Resources
Management and Development Project,
House No. 215-B, Jinnah Town, Samungli Road Quetta.

We offer to execute the **Laboratory Testing For Environmental Baseline Studies For Different Schemes Regarding Environmental & Social Management Plans And & Checklists** as per Terms of Reference in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____).

We propose to complete the services described in the Contract within a period of _____ (words and number) _____ calendar days from the Start Date.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Service Provider: _____

Address: _____

Phone Number: _____

Fax Number, if any: _____

Section V

Form of Contract Agreement

AGREEMENT

This Agreement, made the _____ day of March, 2020, by and between

The **Project Director**,
Balochistan Integrated Water Resources
Management and Development Project,
House No. 215-B, Jinnah Town, Samungli Road Quetta.

hereinafter called “ **The Employer**” and

(name and address of Service Provider hereinafter called “**The Service Provider**”) of the other part.

Whereas the Employer is desirous that the Service Provider shall carry out the services in the given project sites as per Terms of Services and prices given in Section III to this agreement the Employer has accepted the Quotations submitted by the Service Provider for the execution services, and the remedying of any defects therein over a period of contract agreement and schedule of services.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to execute and complete the Services and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Service Provider in consideration of the execution of services, and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the days and year first before written

Was hereunto affixed in the presence of:

Signed, and Delivered by the
said

in the presence of:

Signature of the **Employer** : _____

Signature of the **Service Provider**: _____

Conditions of Contract (CoC)

1. **Definitions:** Boldface type is used to identify the defined terms

(a) **The Contract** is the Contract between the Employer and the Service Provider to execute, complete the Services as specified in the BOQ or in other sections of the Contract. The name and identification number of the Contract is given in the Invitation to Quote.

(b) **The Employer** is the party who employs the Service Provider to carry out the Services, and the legal successor in title to this person(s). For the purpose of this contract, Project Director, Balochistan Integrated Water Resources Management & Development Project is the Employer.

(c) **The Project Manager** means the person appointed by the Employer to act as the Project Manager for the purpose of Contract and named as follows, or other person appointed from time to time by the Employer and notified to the Service Provider. The Project Manager through his representative will provide top supervision to the Services carried out by the Service Provider and certify the quality and quantity of the Services.

The Project Manager is Team Leader (TL) of Project Supervision and Implementation Assistance Consultants (PSIAC) appointed by the Employer for Balochistan Integrated Water Resources Management & Development Project. The TL is nominee of Associated Consulting Engineers - ACE (Pvt) Ltd, the Lead Firm of ACE-CAMEOS (JV) in association with KASIB Associates, who will nominate his representative for the Services.

(d) **The Service Provider** is a person or corporate body who's Quotation to provide Supplies has been accepted by the Employer.

(e) **The Service Provider's Price Quotation** is the completed document (Invitation to Quote together with attachments) submitted by the Service Provider to the Employer.

(f) **The Contract Price** is the price stated in the **Letter of Acceptance** and thereafter as adjusted in accordance with the provisions of the Contract.

(g) **Days** are calendar days; **months** are calendar months.

(h) **A Defect** is any item of Service/supplies executed not in accordance with the Contract.

(i) **The Required Completion Date** is the date on which it is required that the Service Provider shall complete the Services. The Required Completion Date may be revised only by the Employer by issuing an extension of time or an acceleration order in writing.

(j) **BOQ/ Specification** means the bill of quantities (BOQ) with sufficient details to execute the Service (Specification) of the Services included in the RFQ /Contract and any modification or addition made or approved by the Employer. The Employer reserves the right to further elaborate the details stated in the Bill of Quantities and

such elaboration shall be binding on the Service Provider to followed in letter and spirit without incurring any additional cost.

k) **A Variation** is an instruction given by the Project Manager which varies the Services.

2. **Language and Law.** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan.
3. **Communications.** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered.
4. **Service Provider's Risks.** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Services, supplies, materials and equipment) are Service Provider's risks.
5. **Services to be completed by the Completion Date.** is the date on which it is required that the Service Provider shall complete the Services as per the BOQ. The Required Completion Date may be revised only by the Employer(Project Director) by issuing an extension time or an acceleration order in writing. The Service Provider shall commence execution of the Services on the Start Date and shall carry out the Services in accordance with the **Service schedule** agreed between Service Provider and Employer, as updated with the recommendation of the Project Manager, and complete them by the Required Completion Date.
6. **Variations:** The Employer reserves the right to increase or decrease the quantities of various items of BoQ and add or delete items as per site requirements upon recommendation of Project Manager. All Variations shall be included in updated Programs produced by the Service Provider.
7. **Defects.** The Employer shall give notice to the Service Provider of any violation of Terms and Condition in WO or RFQ for Defects before the end of the Defect Liability Period/ Warranty Period, which begins at completion of Services. In this case, the Defect Liability Period shall be time by which the World Bank approves the ESMPs. The Defect Liability Period/ Warranty Period shall be extended for as long as Defects remain uncorrected. Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer. If the Service Provider has not corrected a Defect within the time specified, the Employer will assess the cost of having the Defect corrected, and the Service Provider will pay this amount, or the Employer shall recover these amounts by deduction from the amounts due to the Service Provider.
8. **Payments.** The Employer shall pay the Service Provider the amounts as per following schedule:

Upon Mobilization to Site and Commencement of Services

30% of the Contract Price shall be payable within fifteen (15) days of mobilization to site and commencement of services, inspection/verified by supervision team recommended by the Project Manager, supported by the the Payment Certification and other required cridentials.

Upon Completion of Services: 65% of the Contract Price shall be paid within thirty (30) days of completion of services and submission of reports upon submission of claim, inspection/verified by supervision team recommended by

the Project Manager, supported by the the Payment Certification and other required credentials.

Upon Approval of ESMP by World Bank: Remaining 5% of the Contract Price shall be paid upon approval of ESMPs by the World Bank.

- 9. Payments for Variations:** If the Service in the Variation corresponds with an item description in the Bill of Quantities, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the nature of the Service in the Variation does not correspond with items in the Bill of Quantities, the Service Provider shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered. The quotation by the Service Provider shall be in the form of new rates for the relevant items of Service. If the Service Provider's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Service Provider's costs
- 10. Taxes.** The Service Provider is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan and Province of Balochistan. In case of tax exemption, valid tax exemption certificate shall be furnished with documents. All applicable taxes shall be deducted at source in accordance with the prevailing laws and regulations
- 11. Force Majeure:** Either party may terminate the Contract by giving a thirty (30) days notice to the other for events beyond that party's control, such as Wars, earthquakes, floods, fires, etc.
- 12. Termination:** The Employer or the Service Provider may terminate the Contract if the other party causes a fundamental breach of the Contract. A notice for termination shall be mandatory to be served to the other party. When either party to the Contract gives notice of a breach of Contract to the other party, the Project Manager shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 13. Resolution of Disputes:** The Employer and the Service Provider shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940.
- 14. Timeline:** The Service Provider is required to complete the Services and supply of items mentioned in BOQ and their installation within **4 months of issuance of Service Order** or signed contract. However, the planting of plants in the nursery shall be carried out in the upcoming monsoon season of 2019 and shall be continued in parallel to construction activities and development of water source. Watering and maintenance of nursery plants will continue throughout the year after completion of civil Services of nurseries and sowing through the labors hired by the Service Provider (s).

15. Tests: If the Project Manager or any of his designated representative, during visit to the site find that the quality of any Services or goods item is doubtful, he may instruct the

Service Provider to carry out a specified test and cost of such test shall be borne
by the
Service Provider.

Signature of the **Employer** : _____

Signature of the **Service Provider**: _____