

HYDERABAD WATER & SEWERAGE CORPORATION



BIDDING DOCUMENTS OUTSOURCE OF COMMERCIAL BILLING

Name of Firm: _____

INSTRUCTIONS TO PROCURING AGENCY

1. Introduction.

Hyderabad Water & Sewerage Corporation (HW&SC), Hyderabad Sindh, is a leading utility provider serving the residents within the jurisdiction of the Hyderabad Municipal Corporation. Responsible for delivering sewerage services and ensuring the supply of safe drinking water, HW&SC has developed an ambitious turnaround plan to enhance operational viability, improve service delivery, and establish long-term financial sustainability. The institution is committed to executing this plan with enthusiasm and efficiency.

The Procuring Agency is expected to manage the Contract itself. The role of Director Finance & Commercial may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Director with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

2. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

- (i) Invitation for Bids
- (ii) Bidding Data
- (iii) Schedules to Bid
- (iv) Contract Data
- (v) Specifications

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest / Request for Proposal

The Notice Inviting Tender / Request for Proposal is meant for publication of tenders for calling bids in the newspapers and SPPRA Website / E-PADS.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

- (ii) The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1,

9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10percent of contract price stated in the Letter of Acceptance.**
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
 - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

The Procuring Agency is intended to hire the services of any consultant / individual to boost up the recovery of water supply and sewerage charges from its commercial consumers.

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INVITATION FOR BIDS



HYDERABAD WATER & SEWERAGE CORPORATION

3rd Floor Civic Centre Thandi Sarak Hyderabad

Phone: 022-9200106

022-9201138

Email: wasahqhyderabad@gmail.com

No. F- /HW&SC/HYD/2820/2025

Hyderabad dated: / /2025

REQUEST FOR PROPOSAL

The Hyderabad Water & Sewerage Corporation is responsible to provide water supply, sewerage & drainage facilities to the general public & Govt department within its controlled area. Against these services, the department recovery water & sewerage charges from its consumers. Besides this, the department spends huge amount on operation & maintenance every month.

Due to unsatisfactory position of recovery, the department intends to out some commercial billing, recovery & work of operation & maintenance to private contractors on the following T.O.Rs.

Terms of Reference (TORs) for Outsourcing Commercial Billing & Recovery

1. Objective of Outsourcing

Since the recovery of the commercial billings is not satisfactory and as huge amount is due upon the commercial consumers therefore for effective recovery of the bills it is expedient to outsource the commercial billing and recovery thereof to the third-party contractors, by ensuring transparency and recovery of commercial dues.

2. Scope of Work for the Contractor

The selected contractor(s) shall be responsible for, but not limited to, the following activities concerning commercial billing and recovery:

• 2.1 Data Management & Billing:

- Receive, process, and manage commercial consumer data provided by HW&SC.
- Generate accurate and timely commercial water and sewerage bills based on HW&SC's tariff structures and consumption data.
- Distribute bills to all designated commercial consumers within specified timelines.

• 2.2 Revenue Collection:

- Undertake all necessary actions for the collection of current and outstanding commercial dues from consumers, and immediately deposit thereof in the designated banks in the accounts of HW&SC.
- Establish and manage convenient payment channels for consumers, as approved by HW&SC.

- **2.3 Consumer Communication & Dispute Resolution:**

- Address consumer queries and complaints related to commercial billing and payments and convey the escalating complex issues to HW&SC for resolution.
- Maintain professional conduct and effective communication with commercial consumers.

- **2.4 Reporting & Reconciliation:**

- Provide regular, detailed reports on billing, collection status, outstanding dues, and consumer interactions to HW&SC.
- Conduct periodic reconciliation of collected amounts with HW&SC's financial records.

- **2.5 Legal Compliance & Enforcement Support:**

- The contractor shall be competent to issue a Ten (10) days' notice to the commercial consumers to clear their dues within 10 days and in case of failure to clear their dues, such notice shall be twice repeated and in case of failure to clear the dues the matter shall be reported to the Hyderabad Water & Sewerage Corporation for initiating the legal proceeding against the defaulters.
- In case a consumer applies for installment of the bill, such request shall be transmitted to the Hyderabad Water & Sewerage Corporation for approval.
- The contractor shall be responsible to submit a weekly report of defaulters to Hyderabad Water & Sewerage Corporation.

Interested companies are requested to submit their proposals through EPADS within the stipulated dated of submission as prescribed in SPPRA EPADS.


(ENG: TUFAIL AHMED ABRO)
CHIEF EXECUTIVE OFFICER
Hyderabad Water & Sewerage Corporation



HYDERABAD WATER & SEWERAGE CORPORATION

3rd Floor Civic Centre Thandi Sarak Hyderabad

SUBMISSION NOTE

Subject: - **FORMATION OF PROCUREMENT COMMITTEE FOR HYDERABAD WATER & SEWERAGE CORPORATION.**
Submitted

It is submitted that in accordance with Section 7 of Sindh Public Procurement Regulatory authority 2010 (Amended) the Procurement Committee should be constituted by each and every procuring agency for offering the Notice of Tender (N.I.T) issue recommendation after thorough evaluation of received bids.

Further the Rule-7 of SPPRA 2010 says that the committee should be comprises in Odd numbers of person and headed by a gazette officer not below the rank of BS-18. Further the Rule-7 of SPPRA-2010 says that if three members of the procurement committee will be formed atleast one outside member shall be mandatory.

In this connection the undersigned is proposing the following officers for the Procurement Committee for HW&SC.

- | | |
|--|-----------------|
| 1. Engr. Imtiaz Ali Zardari
Executive Engineer (BPS-18) | Convener |
| 2. Mr. Muhammad Naeem Shoro
Chief HR Management Officer HW&SC | Member |
| 3. Mr. Abdul Hameed Bhatti
Deputy Director Audit & Accounts HW&SC | Member |
| 4. Engr. Asghar Ali Memon
Deputy Director (BPS-18) | Co-Opted Member |

ToRs of the Committee

1. The committee shall prepare and / or review bidding document(s)
2. The committee shall carrying out technical as well as financial evaluation of the bids.
3. The committee shall prepare evaluation report as provided in Rule-45 of SPPRA 2010 (Amend).
4. The Committee will make recommendation for the award of contract to the competent authority; and
5. The committee perform any other function ancillary and incidental to the above.


CEO HW&SC.

Submitted for orders.


Chief HRM Officer HW&SC



HYDERABAD WATER & SEWERAGE CORPORATION

3rd Floor Civic Centre Thandi Sarak Hyderabad

SUBMISSION NOTE

Subject: - **FORMATION OF COMPLAINT REDRESSAL COMMITTEE FOR HYDERABAD WATER & SEWERAGE CORPORATION.**

Submitted

It is submitted that in accordance with Section 31 of Sindh Public Procurement Regulatory authority 2010 (Amended) the Complaint Redressal Committee should be constituted by each and every procuring agency to redress and address the complaints of bidders that may occur during the procurement proceeding prior to award of contract.

Further the Rule-31 (2) of SPPRA 2010 says that the committee should also be comprises in Odd numbers of person and headed by the head of procuring agency or an official of the procuring agency, atleast one rank senior to the head of the procurement committee and also include District Accounts Officer or his representative and an Independent professional from the relevant field concerning the procurement process.

In this connection the undersigned is proposing the following officers for the Complaint Redressal Committee for HW&SC.

- | | |
|--|----------|
| 1. Chief Executive Officer HW&SC | Convener |
| 2. Engr. Abid Hussain Shaikh
Executive Engineer / Staff Officer to CEO HW&SC | Member |
| 3. District Accounts Officer Hyderabad
Or his representative not below the rank of BPS-17 | Member |

The functions and responsibilities of the Complaint Redressal Committee shall be in accordance with Rule-31 (3) to Rule-31 (7)

Submitted for orders.


CEO HW&SC.


Chief HRM Officer

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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Works||).

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

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources, which may be indicated accordingly in bidding data towards the cost of the project / services.

IB.2 Eligible Bidders

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

- a) Duly licensed with Federal Board of Revenue and Sindh Revenue Board in the appropriate category for value of works.
- b) duly pre-qualified with the Procuring Agency. (Where Applicable)
- c) Having expertise of recovery campaign.

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-
 - (i) company profile;
 - (ii) works of similar nature and size for each performed in last 3/5 years;
 - (iii) construction equipments;
 - (iv) qualification and experience of technical personnel and key site management;
 - (v) financial statement of last 3 years;
 - (vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

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, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
 3. Conditions of Contract & Contract Data
 4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 5. Specifications

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 Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested 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 Agency.

- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
- (a) Offer /Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with IB.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with IB.2(c) & IB.11
 - (g) Documentary evidence in accordance with 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 premium on the rates of CSR / rates and prices quoted/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 percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees 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 or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

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 must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned 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 Agency 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 as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency 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 the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 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 within the specified time limit to:
 - (i) furnish the required Performance Security or
 - (ii) sign the Contract Agreement.

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 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 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.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL and —COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 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 authorising 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.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency 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 Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

15.5 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 Agency prior to the deadline for submission of bids.

15.6 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 IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring Agency will open the bids through E-PADS system, in the presence of Procurement Committee and bidder's representatives who choose to attend, at the time, date and in the place specified 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 Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency 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 Agency 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 (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which

conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining 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 Agency 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 (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to 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 IB.16.8 herein below.

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.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency 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: making any correction for arithmetic errors pursuant to IB.16.4 hereof.

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency 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 Agency

Hyderabad Water & Sewerage Corporation

Brief Description of Works

Outsource Zone-wise commercial Billing and its recovery.

- 5.1 (a) Procuring Agency's address:
Office of the Chief Executive Officer HW&SC
3rd Floor Civic Centre Hyderabad.

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

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

i. Financial capacity: (must have turnover of Rs _____ Million);

ii. Technical capacity:

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 Period of Bid Validity : 90 Days

14.1 Method of Procurement: Online through E-PADs

15.1 Deadline for Submission of Bids

Time: 15 days after publication/

16.1 Venue, Time, and Date of Bid Opening

Venue: Directorate of **HW&SC**, Time: **3:00 PM** Date **31-Dec-2025 Wednesday**

16.4.1.1 Responsiveness of Bids

- (i) Bid is valid till required period,
- (ii) Completion period offered is within specified limits,
- (iii) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (iv) Bid does not deviate from basic technical requirements and
- (v) Bids are generally in order, etc.

*Procuring agency can adopt either of two options. (*Select either of them*)

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

SCHEDULE OF PRICES

Sr. No.	Description	Quantity	Amount
1	Distribution of Bills to the Commercial Consumers of Zone-05Latifabad	20000	Rs. 41426089.6

Amount of Total Demand of HW&SC	Rs.41426089.6
Percentage offered by Bidder	
Amount of Percentage	Rs.
Total Bid Amount	Rs.

Terms of Reference:

1. Objective of Outsourcing

Since the recovery of the commercial billings is not satisfactory and as huge amount is due upon the commercial consumers therefore for effective recovery of the bills it is expedient to outsource the commercial billing and recovery thereof to the third-party contractors, by ensuring transparency and recovery of commercial dues.

2. Scope of Work for the Contractor

The selected contractor(s) shall be responsible for, but not limited to, the following activities concerning commercial billing and recovery:

- **2.1 Data Management & Billing:**

- Receive, process, and manage commercial consumer data provided by HW&SC.
- Generate accurate and timely commercial water and sewerage bills based on HW&SC's tariff structures and consumption data.
- Distribute bills to all designated commercial consumers within specified timelines.

- **2.2 Revenue Collection:**

- Undertake all necessary actions for the collection of current and outstanding commercial dues from consumers, and immediately deposit thereof in the designated banks in the accounts of HW&SC.
- Establish and manage convenient payment channels for consumers, as approved by HW&SC.

- **2.3 Consumer Communication & Dispute Resolution:**

- Address consumer queries and complaints related to commercial billing and payments and convey the escalating complex issues to HW&SC for resolution.
- Maintain professional conduct and effective communication with commercial consumers.

- **2.4 Reporting & Reconciliation:**

- Provide regular, detailed reports on billing, collection status, outstanding dues, and consumer interactions to HW&SC.
- Conduct periodic reconciliation of collected amounts with HW&SC's financial records.

- **2.5 Legal Compliance & Enforcement Support:**

- The contractor shall be competent to issue a Ten (10) days' notice to the commercial consumers to clear their dues within 10 days and in case of failure to clear their dues, such notice shall be twice their repeated and in case of failure to clear the dues the matter shall be reported to the Hyderabad Water & Sewerage Corporation for initiating the legal proceeding against the defaulters.
- In case a consumer applies for installment of the bill, such request shall be transmitted to the Hyderabad Water & Sewerage Corporation for approval.
- The contractor shall be responsible to submit a weekly report of defaulters to Hyderabad Water & Sewerage Corporation.

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the _____ day of _____ 200 _____ between _____ (hereinafter called the —Procuring Agency) of the one part and _____ (hereinafter called the —Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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