

#### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 Million)

(Press N.I.T.)

(S. No. 1)

-: Name of work: -

REPAIR AND MAINTENANCE AND RE-WIRING WITH ELECTRICAL
ACCESSORIES OF THE DIVISIONAL STORE WORKSHOP AND
OLD PUMP HOUSE PIPRI (P&F) DIVISION, KW&SB

Name of Office

# PIPRI (PUMPING & FILTER) DIVISION, KW&SB

Near Steel Town, National Highway, Pipri, Bin Qasim Resident Engineer, Contact # 0 334-3345244

#### Instructions to Bidders/ Procuring Agencies.

#### General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid su mission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Duta.

The Instructions to Bidders will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

# BIDDING DATA

(a).	Name of Procuring Agency:	<u>Pipri (Pum</u>	ing & Filter) Division, KW&SB
(b).	Brief Description of Work:	<u>WITH ELE</u> DIVISIONAL	D MAINTENANCE AND RE-WIRING TRICAL ACCESSORIES OF THE STORE WORKSHOP AND OLD SE PIPRI (P&F) DIVISION, KW&SB.
(c)	Procuring Agency Address:	<u>Pipri Filter P</u> <u>Highway, Pi</u>	lant, near Steel Town, National pri, Bin Qasim.
(d).	Estimate Cost	On Item rate	basis.
(e).	Amount of Bid Security :	02% of Bid a	mount.
(f).	Period of Bid validity :	<u>90 Days</u> .	
().	Security Deposit (including Bid Security)	<u>10%</u>	
(g).	Venue, Time and Date of Bid Opening :	the name of Tender Box (IP&D), Roo	n sealed cover superscribed with the work should be dropped in the cept in office of the Chief Engineer in No.5 at Block "E", 9 <sup>th</sup> Mile, Karsaz, 3.03.2014 at 02.30 PM by Tender inmittee.
(h).	Deadline for submission of Bid along with time.	03.03.2014 a	<u>t 2:00 PM</u> .
(i).	Time for completion from From written order commence	: <u>10 Days</u>	
ʹj).	Liquidity damage :	0.5% of Bid	Cost per day of delay
(k).	Bid issued to Firm :	M/s	
ł).	Deposit Receipt No.& Date:	<del></del>	
	Amount:	Rs.2,000/=	
	Com		
J.	SAIR AHMED BACOCH Resident Engineer ((Pumping & Filter) Division K.W. & S.B.	А	uthority issuing bidding Document.

#### Conditions of Contract

Clause – 1:Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds or emonth, to achieve progress on the prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to damages does not affect the contractor's liabilities.

#### Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
  - (i) contractor causes a breach of any clause of the Contract;
  - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured my materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite freeh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according saliction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion own initiatives before the date of completion or the intended completion date, if an event (which inders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this a greement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause —6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

#### Clause - 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Enrineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

# Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compersation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

## Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

# (C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or a ticles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

- (A) Inspection of Operations. The Engineer reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The reasonable notice of the intention of the Englineer shall give the contractor neer-in-charge or his subordinate to visit the work shall have been given to the present to receive orders and instructions, accredited in writing present for that purpose, authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

# Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, with out delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyon I the reach of measurement without such notice having been given, the same stall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible to for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of subcontract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one rade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of work was to any other questions, claim, right, mat arising out of, or relating to the contract design, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer incharge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

#### Clause -18: Financial Assistance /Advance Payment.

- Mobilization advance is not allowed.
- **(B)** Secured Advance against materials brought at site.
  - may be permitted only against imperishable (i) Secured Advance materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
  - Recovery of Secured Advance paid to the contractor under the above (ii) provisions shall be affected from the monthly payments on actual consumption basis, but not later than beriod more than three months (even if unutilized).

Clause -19: Recovery as arrears of Land Reven ie. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of retund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is recessary otherwise from the last date of recording the final measurements), the defects rotice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

> THEN LOOK! Minal Accomment & Filter Division 44488

Contractor

Executive Engineer/Procuring Agency MASHIR AHMED BALOCH

Resident Engineer Pipri (Fumping & Filter) Division K.W. & S.B.

# **EVALUATION CRITERIA OF THE TENDER UPTO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with the Tender. In case of supply item the GST Registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with the Tender.
- 3. Experience certificate of similar nature of job must be available with the Tender.
- 4. Similar nature of Bidding Document rom upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOO otherwise the Tender cannot be accepted.
- 5. Rate must be quoted in Figure & Words by Contractor.
- 6. Bid shall be properly signed by Contractor with stamped, address and Contact No.
- 7. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
- 8. If the estimate are preparing on Marl et Rate and 10% profit is included in R.A. & excess quoted cost cannot be considered.
- 9. Conditional bid cannot be accepted.
- 10.Bid must be submitted in sealed cover.
- 11. Contractor firm cannot be debarred in KW&SB.

# NAME OF WORK: REPAIR AND MAINTEN ANCE AND RE-WIRING WITH ELECTRICAL ACCESSORIES OF THE DIVISIONAL STORE WORKSHOP AND OLD PUMP HOUSE PIPRI (P&F) DIVISION, KW&SB

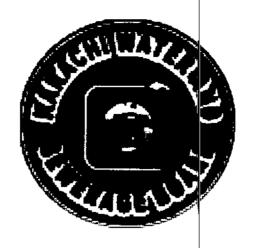
# (B) Description and rate of Items based (On item rate basis)

Item No.	Qty.	Description of item to be executed a site	Rate	Unit	Amount in Rupees
1.	1045 Meters	Providing & Laying (Main or Sub Main) PVC insulated with size 4-7 (4mm²) Copper Conductor in 1" dia PVC Conduit on surface.		Meter	Rupees
2.	200 Meters	Providing & Laying (Main or Sup Main) PVC insulated & PVC Sheeted with 3.5-Core Copper Conductor 600/1000Volts. Size 50mm <sup>2</sup> .		Meter	
3.	98 Points	Wiring for light or fan point with 3/.029 PVC insulated wire in 20mm (3/4") PVC Conduit on surface a required.	! 	Point	~
 . 4. 	34 Points	Wiring for plug point with 3/.029 PVC insulated wire in 20mm (3/4" PVC Conduit on surface as required		Point	
5.	28Nos.	Providing & Fixing of Flood Ligh 250Watt (SON-T) having IP-6: Classification with 250W Lamp Choke, Capacitor, Igniter & Interna wiring complete in all respect at the height upto 40ft, with the help of hydraulic crane and manual labour as per site requirement and instruction of Engineer incharge.		Each	
6.	10Nos.	Providing & Fixing of Street Lights 400Watts (SON-T) having IP-66 Classification with 400W Lamp. Choke. Capacitor & Internal wiring complete in all respect at the height with the help of hydraulic crane as per site requirement and instruction of Engineer incharge.		Each	
7.	23Nos.	Providing & Fixing of Circuit Breaker 6, 10, 15, 20, 30, 40 50 & 63Amps. SP (TB-5S) on prepared board as required.		Each	
8.	09Nos.	Providing & Fixing of Circuit Breaker 125, 150, 200 & 225Amps. TP (XS-225NS) on prepared board as required.		Each	
9.	24Nos.	Providing & Fixing Two Pin 5Amps. Plug & Socket.		Each	·——
10.	101 Nos.	Providing & Fixing One way SP 10/15Amps. Switch Surface type.		Each	

Item No.	Qty.	Description of item to be executed at site	Rate	Unit	Amount in Rupees
11.	10Nos.	Providing & Fixing Three Pin 10/15 Amps. Plug & Socket flush type.		Each	
12.	17Nos.	Providing & Fixing Bakelite Ceiling rose with Two terminals.		Each	<del></del>
13.	39Nos.	Providing & Fixing Brass Batte1		Each	
14.	02Jobs.	Jointing work of 50mm un-armoured Cable with complete jointing ket (Raychem) excavation in hard /soft sold 3ft. deep & 1.5ft. wide etc. Complete in all respect as per site requirement desinstruction of Engineer incharge.		Job	
15.	20Nos.	Providing & Fixing Junction Box as per following Specification:- Size of Box 10" x 8" x 5" M.S. Plate size 16 SWG thick Clamp with Nuts &:		Each	

Total: Rs:

I/We hereby quoted Rs(Rupees	BASHIR AIMED BALOCH Resident Engineer Pipri (Pumping & Filter) Division K.W. & S.B.
execution of above work and I / We hereby undertaking acceall clauses of SPPR-2010 and comply the Rules of KW&SB	
Signature of Contractor With name of firm & Seal Address	
Contact #	



#### PROCUREMENT OF IVORKS

(For Contracts Costing up to Rs. 2.5 Million)

(Press N.I.T.)

(S. No. 2)

-: Name of work: -

REPAIR & REPLACEMENT DEFECTIVE PARTS OF DWT-16 D/2 AT 40MGD PUMP HOUSE, PIPRI (P&F) DIVISION, KW&SB

Name of Office

# PIPRI (PUMPING & FILTER) DIVISION, KW&SB

Near Steel Town, National Highway, Pipri, Bin Qasim Resident Engineer, Contact # 0334-3345244

### Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid stone the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligation, of the parties under the Contract are included as Conditions of Contract and Contract Lata.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid lost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be queted, Form of Agreement and drawings.
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- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or Delow on the rates specified in Bill of Quantities for items of work to be carried out: he also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall the framed. Tenders, which propose any alternative in the works specified in the said form

# BIDDING DATA

(a).	Name of Procuring Agency:	Pipri (Puriping & Filter) Division, KW&SB.
(b).	Brief Description of Work:	REPAIR & REPLACEMENT DEFECTIVE PARTS CF DWT-16 D/2 AT 40MGD PUMP HOUSE, FIPRI (P&F) DIVISION, KW&SB
(c)	Procuring Agency Address:	Pipri Filter Plant, near Steel Town, National Highway, Fipri, Bin Qasim.
(d).	Estimate Cost	On Item ra e basis.
(e).	Amount of Bid Security :	02% of Bid amount.
(f).	Period of Bid validity :	<u>90 Days</u> .
().	Security Deposit (including Bid Security) :	<u>10%</u>
(g).	Venue, Time and Date of Bid Opening :	The Tende in sealed cover superscribed with the name of the work should be dropped in the Tender Box (IP&D), Room No.5 at Block "E", 9 <sup>th</sup> Mile, Karsaz, Karachi on 03.03.2014 at 02.30 PM by Tender Opening Committee.
(h).	Deadline for submission of Bid along with time.	03.03.2014 at 2:00 PM.
(i).	Time for completion from From written order commence:	<u>10 Days</u>
(j).	Liquidity damage :	0.5% of Bid Cost per day of delay
(k).	Bid issued to Firm :	M/s
l).	Deposit Receipt No.& Date:	
	Amount: :	Rs.2,000/=
	Mh	
BA Pip	SHIR AHMED BALOCH Resident Engineer If (Pamping & Filter) Division K.W. & S.B.	Authority issuing bidding Document.

#### Conditions of Contract

Clause — 1:Commencement & Completion I ates of work. The contractor shall not enter upon or commence any portion or work instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities

#### Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
  - (i) contractor causes a breach of any clause of the Contract;
  - (ii) the progress of any particular port on of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:
  - no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fiesh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which or a variation order is issued which makes it intended completion date for such period as decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this igreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

#### Clause - 7: Payments.

A) Interim/Running Bill. A bill shall be supported by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissily of ten days from the presentation of the measurement of the bill, at any time depute a subordinate to of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the lingineer-in-charge from recoveries from final bill and rectification of defects and to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

### Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for from the original contractor to cover including the introduction of new work plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if he Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after a proval from higher authority.
- (D) The time for the completion of the work shal be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond | 5% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

#### Clause-10: Quality Control.

- Identifying Defects: If at any time before he security deposit is refunded to the (A) contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- Correction of Defects: The contractor shall be bound forthwith to rectify or **(B)** remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

#### Uncorrected Defects: **(C)**

(i) . In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or a ticles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that reclification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

### Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five lays to the Engineer whenever any such part of the works or foundations is or examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related service; at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and decut the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of firshall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and done intentionally or unintentionally on or off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or collects of any subcontract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between Superintending Engineer of the circle/officer/c ne grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specification, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whe her arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer incharge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause -18: Financial Assistance /Advance Payrient.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
  - (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the definitely not for full quantities of The sum payable for such materials on site shall not exceed 75% of the market price of materials;
  - (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Ciggi Especia & Filter Division

 $\mathcal{O}_{\mathbf{A}}$ 

Executive Engineer/Procuring Agency

BASHIR AHMED BALOCH Resident Engineer

Pipri (Pumping & Filter) Division

K.W. & S.B.

Contractor

# **EVALUATION CRITERIA OF THE TENDER UPTO 2.5 MILLION**

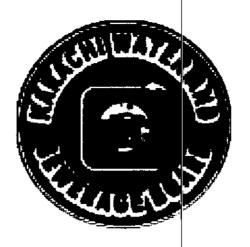
- 1. Contractor having NTN and copy roust be available with the Tender. In case of supply item the GST Registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with the Tender.
- 3. Experience certificate of similar nature of job must be available with the Tender.
- 4. Similar nature of Bidding Document from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Option otherwise the Tender cannot be accepted.
- 5. Rate must be quoted in Figure & Words by Contractor.
- 6. Bid shall be properly signed by Contractor with stamped, address and Contact No.
- 7. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
- 8. If the estimate are preparing on Market Rate and 10% profit is included in R.A. & excess quoted cost cannot be considered.
- 9. Conditional bid cannot be accepted.
- 10.Bid must be submitted in sealed cover.
- 11. Contractor firm cannot be debarred in KW&SB.

# NAME OF WORK:- REPAIR & REPLACEMENT DEFECTIVE PARTS OF DWT-16 D/2 AT 40MGD PUMP HC USE, PIPRI (P&F) DIVISION, KW&SB

## (B) Description and rate of Items based (On item rate basis)

Item No.	Qty.	Description of item to be executed at site	Rate	Unit	Amount in Rupees
I.	14Nos.	Providing Bearing Spider, Part No.383.1 GG-25, KSB at 40 MGD Pump House, Pipri.		Each	
2.	11Nos.	Providing Stuffing Box housing. Part No.451.1/.2 KSB, GG-25 at 4) MGD Pump House, Pipri		Each	
3.	11Nos.	Providing Top Shaft. Part No.213/1.4021 KSB, at 40 MGD Pump House, Pipri		Each	
4.	03Job	Repairing of DWT Pump-16 D/2, KSB. Complete at 40 MGD Pump House, Pipri. Complete.		Job	
				tal: Rs:	<del></del>

I/We hereby quoted Rs	(Rupees	BASHIR AHMED BALOCH Resident Engineer Pipri (Pumping & Filter) Division K.W. & S.B.
execution of above work and I / We hereball clauses of SPPR-2010 and comply the F	y undertaking accept Rules of KW&SE,	a o.b,
Signature of Contractor With name of firm & Seal Address		
Contact #		



PROCUREMENT OF WORKS

(For Contracts Costing up to Rs.2.5 Million)

(Press N.I.T.)

(S. No. 3)

-: Name of work: -

RENOVATION / REPLACEMENT OF CHLORINATOR PUMP WITH MOTOR COMPLETE SET ALONG WITH THEIR ACCESSORIES AT OLD FILTER PLANT (P&F) DIVISION, KW&SB

Name of Office

PIPRI (PUMPING & FILTER) DIVISION, KW&SB

Near Steel Town, National High way, Pipri, Bin Qasim
Resident Engineer, Contact # 0334-3345244

### Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should brovide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract I data.

The Instructions to Bidders will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of biddir g document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works. they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their el gibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

# BIDDING DATA

(a).	Name of Procuring Agency:	<u>Pipri (Pur</u>	ping & Filter) Division, KW&SB.
(b).	Brief Description of Work:	CHLORIN COMPLE	E SET ALONG WITH THE RIES AT OLD FILTER PLANT (P&
(c)	Procuring Agency Address:	<u>Pipri Filter</u> Highway, I	Plant, near Steel Town, National 'ipri, Bin Qasim.
(d).	Estimate Cost	On Item ra	<u>:e basis</u> .
(e).	Amount of Bid Security :	02% of Bio	amount.
(f).	Period of Bid validity :	<u>90 Days</u> .	
().	Security Deposit (including Bid Security) :	<u>10%</u>	
(g).	Venue, Time and Date of Bid Opening	the name of Tender Bo (IP&D), Ro	in sealed cover superscribed with f the work should be dropped in the kept in office of the Chief Engineer om No.5 at Block "E", 9 <sup>th</sup> Mile, Karsaz 03.03.2014 at 02.30 PM by Tender ommittee.
(h).	Deadline for submission of Bid along with time.	03.03.2014	at 2:00 PM.
(i).	Time for completion from From written order commence:	10 Days	
(j).	Liquidity damage :	0.5% of Bio	Cost per day of delay
(k).	Bid issued to Firm :	M/s	
(1).	Deposit Receipt No.& Date:		
	Amount:	Rs.2,000/=	
PA	Resident Engineer SHIR AHMED BALOCH Resident Engineer ri (Pumping & Filter) Division K.W. & S.B.		Authority issuing bidding Document.

#### Conditions of Contract

Clause – 1: Commencement & Completion Lates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.

- In the event of any of the above courses being adopted by the Executive (C) Engineer/Procuring Agency, the contractor shall have:
  - no claim to compensation for any loss sustained by him by reason of his (i) having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - however, the contractor can claim for the work done at site duly certified by (ii) the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

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own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order givin; the extension or by the aggregate of all such orders, made under this agreement.

contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-life manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

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(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
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work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
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- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

### (C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rec iffication/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause – 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

### Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five lays to the Engineer whenever any such part of the works or foundations is or examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and declared the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and done intentionally or unintentionally on or off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in which cannot be amicably settled between Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, hereinbefore mentioned and as to the quality of work or as to any other questions, claim, right, arising out of, or relating to the contract despinations, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion furnished with a certificate by the Executive Engineer (hereinafter called the Engineer incharge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

#### Clause -18: Financial Assistance /Advance Payment.

- Mobilization advance is not allowed.
- Secured Advance against materials brought at site. **(B)** 
  - Secured Advance may be pelmitted only against imperishable (i) materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
  - Recovery of Secured Advance pald to the contractor under the above (ii) provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is complisted.

Contractor

eigh Europing & Fitter Division KWASB

Instituosek Isroieivi

Divis

I xecutive Engineer BASHIR AHMED BALOCH

Resident Engineer Pipri (Pumping & Filter) Division K.W. & S.B.

## **EVALUATION CRITERIA OF THE TENDER UPTO 2.5 MILLION**

- 1. Contractor having NTN and copy must be available with the Tender. In case of supply item the GST Registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with the Tender.
- 3. Experience certificate of similar nature of job must be available with the Tender.
- 4. Similar nature of Bidding Document from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 5. Rate must be quoted in Figure & Words by Contractor.
- 6. Bid shall be properly signed by Cor tractor with stamped, address and Contact No.
- 7. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
- 8. If the estimate are preparing on Market Rate and 10% profit is included in R.A. & excess quoted cost cannot be considered.
- 9. Conditional bid cannot be accepted.
- 10.Bid must be submitted in sealed cover.
- 11.Contractor firm cannot be debarred in KW&SB.

NAME OF WORK:- RENOVATION / REPLACEMENT OF CHLORINATOR PUMP WITH MOTOR COMPLETE SET ALONG WITH THEIR ACCESSORIES AT OLD FILTER PLANT (P&F) DIVISION, KW&SB

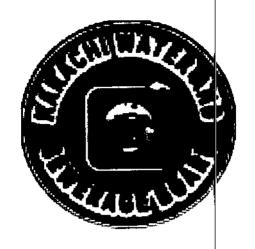
Total: Rs:

## (B) Description and rate of Items based (On item rate basis)

Item No.	Qty.	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1.	02 Jobs	Providing & Fixing KSB High Pressure Vertical Inline Pump type Movite: V F015/05-B1D13ES05525DW + 5.5 \lambda W / 2P Motor and as per direction of Engineer incharge.	-	Job	
2.	240 Rft.	Providing 3" dia G.I. Pipes, Specials and Clamps etc i/c fixing, cutting & fitting complete with & i/c the cost of Breaking walls and roof making good etc. Painting 2 coasts after cleaning the Pipe etc. with White Zink Paint with pigment to match the colour 5 of the building and testing with water to a pressure head of 200fee & handling and as per direction of Engineer incharge.		Rft.	
3.	440 Meters	Providing / Laying UPVC Pipes of Class 'D' fixing in trench i/c cutting fitting and jointing with solvent Cement i/c testing with to a head of 122 Meters or 400ft.  4" dia.		Meter	

!/We hereby	quoted Rs	(Rupees	Resident Engineer BASHIR AHMED BALOCH Resident Engineer Piprì (Pumping & Filter) Division
execution of a	above work and 1 / We her SPPR-2010 and comply th	reby undertaking accept the Rules of KW&SB.	K.W. & S.B.
	Signature of Contractor With name of firm & Se		

Contact #



## PROCUREMENT OF WORKS

(For Contracts Costing up to Rs.: 5 Million)

(Press N.I.T.)

(S. No. 4)

-: Name of work:

REPAIR / MAINTENANCE AND REPL ACEMENT OF DEFECTIVE
PARTS OF 132 KW ELECTRIC MOTOR CONTROL PANELS AT
JBIC FILTER PLANT, PIPRI (P&F) DIVISION, KW&SB

Name of Office

## PIPRI (PUMPING & FILTER) DIVISION, KW&SB

Near Steel Town, National Highway, Pipri, Bin Qasim Resident Engineer, Contact # 4334-3345244

## Instructions to Bidders/ Procuring Agencies.

## General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

The Instructions to Bidders will not be part of the Contract and will cease to have effect once the contract is signed.

All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) helisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- Conditional Offer: Any person who subraits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain in other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax author ties, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. It the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bild amount and the sum of total costs, the sum of the total costs shall prevail and the total bild amount shall be corrected.
  - (C) Where there is a discrepancy between the amount in words will govern.

## BIDDING DATA

(a).	Name of Procuring Agency:		<u>Pipri (Pump</u>	ing & Filter) Division, KW&SB
(b).	Brief Description of Work:		OF DEFECT	AINTENANCE AND REPLACEMENT IVE PARTS OF 132 KW ELECTRIC INTROL PANELS AT JBIC FILTER RI (P&F) DIVISION, KW&SB
(c)	Procuring Agency Address:			ant, near Steel Town, National ori, Bin Qasim.
(d).	Estimate Cost		On Item rate	<u>basis</u> .
(e).	Amount of Bid Security :		02% of Bid a	mount.
(f).	Period of Bid validity :		<u>90 Days</u> .	
().	Security Deposit (including Bid Security) :		<u>10%</u>	
(g).	Venue, Time and Date of Bid Opening :		the name of Tender Box (IP&D), Roo	n sealed cover superscribed with the work should be dropped in the cept in office of the Chief Engineer n No.5 at Block "E", 9 <sup>th</sup> Mile, Karsaz, 3.03.2014 at 02.30 PM by Tender nmittee.
(h).	Deadline for submission of Bid along with time.		03.03.2014 á	<u>к 2:00 РМ</u> .
(i).	Time for completion from From written order commence	e:	<u>10 Days</u>	
(j).	Liquidity damage :		0.5% of Bid	<u>Cost per day of delay</u>
(k).	Bid issued to Firm :		M/s	
(i).	Deposit Receipt No.& Date:			
	Amount: :		Rs.1,500/=	
	alu			
	Resident Engineer SHIR AHMED BALOCH Resident Engineer ri (1 - 10 4 Filter) Division		A	uthority issuing bidding Document.

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#### Conditions of Contract

Clause - 1:Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

### Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
  - (i) contractor causes a breach of any clause of the Contract;
  - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
  - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
  - (i) no claim to compensation for any less sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
  - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sar ction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion I ate. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which binders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like and all other matters in strict accordance with the executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

#### Clause - 7: Payments.

the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement of the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance pay nent if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the certificate of the measurements and of the be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

## Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual f eld conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after a proval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result by more than 15%, and then Engineer can causing excess the cost of contract beyond Engineer.

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

## Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

## (C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

#### Clause - 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuar ce of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have been given to the contractor himself.

## Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or examination and the Engineer shall, wi contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no paymen or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of complet on, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and ded act the expenses from retention money lying with the Engineer.

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Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or reglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, natter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment the reof.

Clause -17: Site Clearance. On completion furnished with a certificate by the Executive Engineer (hereinafter called the Engineer incharge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

#### Clause -18: Financial Assistance /Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
  - (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
  - (ii) Recovery of Secured Advance pa d to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit to deposit the contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant
Pigri-Rusping & Filter Divisto

Contractor

Executive Engineer/Procuring Agency

BASHIR AHMED BALOCH

Resident Engineer Pipri (Pumping & Filter) Division

K.W. & S.B.

## EVALUATION CRITERIA OF THE TENDER UPTO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with the Tender. In case of supply item the GST Registration must be available with Tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with the Tender.
- 3. Experience certificate of similar nature of job must be available with the Tender.
- 4. Similar nature of Bidding Document from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the Tender cannot be accepted.
- 5. Rate must be quoted in Figure & Words by Contractor.
- 6. Bid shall be properly signed by Contactor with stamped, address and Contact No.
- 7. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
- 8. If the estimate are preparing on Market Rate and 10% profit is included in R.A. & excess quoted cost cannot be considered.
- 9. Conditional bid cannot be accepted.
- 10.Bid must be submitted in sealed cover.
- 11. Contractor firm cannot be debarred in KW&SB.

# NAME OF WORK: REPAIR / MAINTENANCE AND REPLACEMENT OF DEFECTIVE PARTS OF 132 KW ELECTRIC MOTOR CONTROL PANELS AT JBIC FILTER PLANT, PIPRI (P&F) DIVISION, KW&SB

## (B) Description and rate of Items based (On item rate basis)

Item No.	Qty.	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1.	03Nos.	Providing & Fixing Circuit Breaker 800Amps. TP Setting 500-800Amps. (XS- 800NJ) on a prepared board as required.		Each	,
2.	16Nos.	Providing & Fixing Circuit Breaker 63Amps. SP (TB-5S) on a prepared board as required.		Each	
3.	06Nos.	Providing & Fixing Magnetic Contactor FC-300N as required and as per instruction of Engineer incharge.		Each	
4.	03Nos.	Providing & Fixing Magnetic Contactor FC-190N as required and as per instruction of Engineer incharge.		Each	,
5.	03Nos.	Providing & Fixing Overload Relays for sizes 11 and above Model FT-300 as required and as per instruction of Engineer incharge.		Each	
6.	03Nos.	P/F Timer 500 Hours Power Backup (National) after removing of existing burnt / Damaged / Old Timer after dis-connection of Main Power supply & re- connection the same after fixing the Timer as required as per instruction of E/I.		Each	·
7.	03Nos.	Providing & Fixing Ammeter Size 96/96mm Direct 15A to 100A as required & as per instruction of E/incharge.		Each	

No.	Qty.	Description of item to be executed at site	Rate	Unit	Amount in Rupees
8.	03Nos.	Providing & Fixing Volt meter Size 96/96mm 500Volts as required & as per instruction of Engineer incharge.		Each	
			To	otal: Rs:	

execution of above work and 1 / We hereby undertaking accept all clauses of SPPR-2010 and comply the Rules of KW&SB.

Signature of Contractor
With name of firm & Seal
Address

Contact #

Resident Engineer
BASHIR AHMED BALOCH
Resident Engineer
Pipti (Pumping & Filter) Division
K.W. & S.B.