



TENDER DOCUMENT FOR THE WORK OF

**“REPLACEMENT OF OLD  
UNSERVICEABLE DAMAGED  
PORTION 12” DIA & 8” DIA SEWER  
LINE GIZRI COLONY, HIJRAT  
COLONY & BLOCK NO.5 CLIFTON /  
SADDAR, DISTRICT SOUTH”.**

***CLIFTON (SEW),***

***KARACHI WATER & SEWERAGE BOARD***

## **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 Bidding Data.

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

**1. Notice Inviting Tender/ Invitation for Bid:** 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 Cost. The interested bidder must have valid NTN also.

**2. Content of Bidding Documents:** It 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. Right of Rejection;** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of PPRA Rules.

**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. Measurements:** All works shall be measured by standard instruments according to the rules.

**7. Evidence of Eligibility:** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

**8. Late submission of bids:** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

**9. Eligibility criteria:**

- i. Having National Tax Number.
- ii. Minimum One year working experience in relevant field.

  
**ANWAR ALI**  
Executive Engineer Cltton. (Sew)  
Saddar Town, Karachi

**10. Bid security:** Bid without bid security of required amount and prescribed form shall be rejected.

**11. Arithmetical errors:** 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.


  
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Executive Engineer (Sew)  
Saddar Town, Karachi

**(BIDDING DATA)**

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a). Name of Procuring Agency : **KARACHI WATER & SEWERAGE BOARD.**
- (b). Brief Description of Works: **"REPLACEMENT OF OLD UNSERVICEABLE DAMAGED PORTION 12" DIA & 8" DIA SEWER LINE GIZRI COLONY, HIJRAT COLONY & BLOCK NO.5 CLIFTON / SADDAR, DISTRICT SOUTH".**
- (c). Procuring Agency's address: **OFFICE OF THE CHIEF ENGINEER DISTRICT SOUTH (KW&SB), OLD KBCA ANNEXY BUILDING CIVIC CENTRE GULSHAN-E-IQBAL KARACHI.**
- (d). Estimated Cost: **Rs.9,60,955/=**
- (e). Amount of Bid Security: **2% (Rs.19,219/=)**
- (f). Period of Bid Validity (days): **90 Days.**
- (g). Security Deposit:-(including bid security): in % age of bid amount /estimated cost equal to **10%**)
- (h). Percentage, if any, to be deducted from bills: **7% Income Tax & 1% Water Charges.**
- (i). Deadline for Issuance of Bids along with time: **upto 4:00 Pm on 30-05-2014.**
- (j). Deadline for Submission of Bids along with time: **2:00 Pm on 02-06-2014.**
- (k). Venue, Time, and Date of Bid Opening:- **Office of the Chief Engineer (IP&D), KW&SB at 9<sup>th</sup> Mile Karsaz, Shahrah-e-Faisal, Karachi. , Opened 2:30 Pm.**
- (k). Time for Completion from written order of commence: - **30 Days.**
- (L). Liquidity damages:- **Rs.500/= Per Day** (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% ob bid cost).
- (m). Deposit Receipt No:
- Date:
- Amount: (in words and figures)

(Executive Engineer/Authority issuing bidding document)

  
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Executive Engineer (IP&D),  
Karachi Water & Sewerage Board

## 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 work, 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 exists:-

- (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 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 contractor. If possession of site is not given by the date stated in the commencement order, 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 Date.** 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 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 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 far 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 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 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 compensation by reason of alterations or curtailment of the work.

  
**ANWAR ALI**  
Executive Engineer (Sew)  
Saddar Town

(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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded 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 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 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 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, 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.

  
**ANWAR ALI**  
Executive Engineer (Civil) (Retd.)  
S. P. O. (Civil) (Retd.)

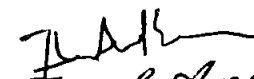


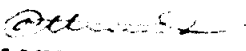


(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**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 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 completed.

  
**Faisal Ameer**  
Div. Accountant  
Saddar Town (W)  
Divisional Accountant  
K.W. & S.D.

  
**ANWAR ALI**  
Executive Engineer Clitor. (Sew)  
Saddar Town, Karachi  
Executive Engineer/Procuring Agency

Contractor



# **KARACHI WATER & SEWERAGE BOARD**

## **OFFICE OF THE EXECUTIVE ENGINEER (SEW)**

### **(CLIFTON DISTRICT SOUTH)**

DEFUNT K.D.A OFFICE OPP: BILAWAL HOUSE  
NEAR BILAWAL CHOWRANGI CLIFTON KARACHI.

Cell: 0334-3324756.

SUBJECT:- **REPLACEMENT OF OLD UNSERVICEABLE DAMAGED PORTION 12" DIA & 8" DIA SEWER LINE GIZRI COLONY, HIJRAT COLONY & BLOCK NO.5 CLIFTON / SADDAR, DISTRICT SOUTH.**

Time Limit 30 Days.  
Tender Cost Rs.500/=   
Penalty Rs.500/=

Issued to Ms/.

Pay Order No.

(Issuing Authority)

Sr.	Description	Quantity	Rates	Per Unit/Item	Amount in Rupees
01.	Scarifying the existing road surface.	3325 Sft	116.16	% Sft	3862.32
02.	Dismantling and removing road metalling.	3325 Cft	605.00	% Cft	20116.25
03.	Excavation for Pipe line in trenches, and pits in all kinds of Soils or murum i/c. trimming and dressing sides to true alignment and shape leveling of bads of trenches to correct level and grade cutting joint holes and disposal of surplus earth within a one chain as directed by the Engineer Incharge. Providing fence guard's ligts, flags and temporary crossing for non-vehicular traffic where over required lifts upto 5 ft (1.52m) and lead upto one chain (30.5m). 0' - 5'	13300 Cft	4650.00	% 0Cft	61845.00
04.	Full Hire Charges of Pumping set per day inclusive of the wages of driver and assistant, fuel and electric energy plate from required for placing the pump etc, at lower depth with suction and delivery pipe for pumping out water pound at various depth from trenches including the cost of erection and dismantling after completion of job of 10HP form 10 Feet Depth.	52 Days	1500.00	P/Day	78000.00
05.	Providing laying RCC Pipes with (Rubber Ring Joint and fitting i/c. cutting, fitting and jointing with rubber ring i/c. testing with water to specified pressure. 12" Dia 8" Dia	900 Rft 250 Rft	367.00 206.00	P/Rft P/Rft	330300.00 51500.00
06.	Providing Manhole 4 feet internal diameter without RCC manhole cover 5 ft clean depth cast in situ 1:2:4 9" thick wall 1:4:8 cement concrete in 6 ft dia and 6 inch thick in foundation 1:2:4 CC in benching ½" thick cement plastering with mortar on inside wall surface of channel mortar on inside wall surface of channel and benching to top including cost of excavation in all kind of soil backfilling and disposal of excavated stuff etc. complete as per design and instruction of the engineer incharge including C.I frame 15 Kg.	24 Nos.	14529.29	Each	348702.96

SUBJECT:- **REPLACEMENT OF OLD UNSERVICEABLE DAMAGED PORTION 12" DIA & 8" DIA SEWER LINE GIZRI COLONY, HIJRAT COLONY & BLOCK NO.5 CLIFTON / SADDAR, DISTRICT SOUTH.**

Sr.	Description	Quantity	Rates	Per Unit/Item	Amount in Rupees
07.	Making connection with existing Manholes i/c. her cost of cutting holes in walls making them good in cement concrete 1:2:4 and making the required channel etc complete.	08 Nos.	180.00	Each	1440.00
08.	Refilling the excavated stuff in trenches 6" thick layer i/c. watering ramming to full compaction etc complete.	12060.11 Cft	2760.00	% 0Cft	33285.90
09.	Carriage of 100 Cft./5 Tons of all materials like stone aggregate. Spawl, coal, lime, surkhi, etc. B.G Rail fastening points and crossing bridge, Girders, Pipes, Sheet Rail, M.S Bars etc. Nos: 1000 Nos: titles, 12"x16"x2" or 150 Cft of timber or 100 Maunds of fuel wood by trucks or any other means owned by the contractors. 7 <sup>th</sup> Mile	1239.89 Cft	804.52	% Cft	9975.16
10.	Manufacturing and supplying of 21" dia RCC manhole cover cast in 1:2:4 concrete ration 3 inch deep at center, reinforced with 1/2" dia tor steel bars at 4" c/c welded to 3/6" thick 2" wide MS plate Two hook of 3/8" dia tor bar including compacting i/c. curing and transportation in 10 miles. 21" Dia	24 Nos.	913.63	Each	21927.12
<b>Total</b>					<b>9,60,955.00</b>

*(Signature)*  
EXECUTIVE ENGINEER (SEW)  
CLIFTON DISTRICT SOUTH  
(KW&SB)

I / We hereby quoted \_\_\_\_\_% Below / Above of the total amount of the Bid.

Signature of Contractor \_\_\_\_\_

Address \_\_\_\_\_