



# STANDARD BIDDING DOCUMENT

**PROCUREMENT OF WORKS**  
(For Contracts Costing up to Rs.2.5 Million)

(Website Tender)  
(Sr. No.1)

**Name of Work**

**“URGENT REPLACEMENT OF DAMAGED DOORS AND P/F  
GRILL DOORS AT NEK (P/F) K-II, K-III, KW&SB”**

**-:Name of Offices:-**

**NORTH EAST KARACHI  
K-II & K-III (FILTER PLANT) DIVISION**

**Nek 100 Mgd Filter Plant & Pump Houses, Saadi Town, Schme-33, District Malir, Karachi.**

**Contact # 0333-2050877 / 0300-2270833**

# Instruction 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, girths, 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.

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 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 provision of SPR 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 on 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 envelop 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 fulfils 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 fulfil 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: North East Karachi, K-II & K-II (Filter Plant) Division, KW&SB.
- (b) Brief Description of Work : **URGENT REPLACEMENT OF DAMAGED DOORS AND P/F GRILL DOORS AT NEK (P/F) K-II, K-III, KW&SB**
- (c) Procuring Agency address : NEK 100 MGD Filter Plant & Pump Houses, Saadi Town, Scheme-33, Dist. Malir, Karachi.
- (d) Estimate Cost : (On Composite Schedule of Rates (CSR) / Offer rate basis).
- (e) Amount of Bid Security : 02% of Bid amount.
- (f) Period of Bid validity : 90 Days.
- (g) Security Deposit (including Bid Security : 10%
- (h) Venue, Time and Date of Bid Opening : The Tender sealed cover super scribed with the name the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5, Block "E" at 9<sup>th</sup> Mile Karsaz, Karachi on 05-06-2014 at 02.:30 PM by Procurement Committee-I, KW&SB.
- (i) Deadline for submission of Bid along with time : **05-06-2014 at 2:00 PM**
- (j) Time for completion from From written order commence : 10 Days
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay
- (l) Bid issued to Firm : M/s \_\_\_\_\_.
- (m) Deposit Receipt No. & Date : \_\_\_\_\_.
- Amount : Rs.1,000/-

  
**GHULAM MUHAMMAD**  
Resident Engineer  
**NEK (K-II & K-III)**  
**Filter Plant Division-1**  
**KW & SB.**

Authority 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 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 prorated 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 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 / Resident Engineer may terminate the contract if either of the following conditions exists:-

- (i) Contractor causes a breach of any clause of the Contractor;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the cas 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 Resident Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available expect 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 Resident Engineer / Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him 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 fo 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 possession of all parts of the site to the contractor. If possession of the 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 changes 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 a she may think necessary or proper. The decision of the Resident 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: Specification.** 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 Resident 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 writhing 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 pervious 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 respect.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the contractor, which be 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 dated 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 of 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 some 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 of the nature of the work in the variation does not correspond with items in the Bills 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 case of any such failure, the Engineer-in-charge shall give the contract 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 material 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 pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.



- (B) **Date 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 order 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;
- (B) If nay 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 or damage to physical property of facilities or related services at the premises and of personal injury and death which arise during an din 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 Resident 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 off the site. Compensation of all damage done intentionally or unintentionally 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 other wise 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 there acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The provision 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 dispute 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 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, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or material used on the work or as to any other questions, claim, right, matter 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 thereof.

**Clause-17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Resident Engineer (hereinafter called the Engineer in-charge) 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.**

(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 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;
- (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 Recovery.

**Clause-20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( work should be considered as complete for the purpose of refund of security deposit to the 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 defect 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.

*Jawad*  
**Jawad Ali Kamboh**  
Divisional Accounts Officer  
North East Karachi  
(P&F) K-II, KW&SB

Contractor

*M. Ghulam*  
**Resident Engineer**  
GHULAM M. GHULAM MA  
**Procuring Engineer**  
NEK (K-II & K-III)  
Filter Plant Division-1  
KW & SB.



## **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 Tender
- 3) Experience certificate of similar nature of job must be available with the Tender.
- 4) Similar nature of Biddign Document from upto 2.5 Million of SPPRA with filling Bidding Data & Contract 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 property signed by Contractor with stamped, address and Contact No.
- 7) It the estimate are based on Sch. 2012 and premium can be allowed within allowable limit.
- 8) It 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.

## KARACHI WATER & SEWERAGE BOARD


**NAME OF WORK:- URGENT REPLACEMENT OF DAMAGED DOORS AND P/F GRILL DOORS AT NEK (P/F) K-II, K-III, KW&SB**

Item No	Qty	Description of item to be executed at site	Rate	Unit	Amount in Rupees	Rupees in Word
1.	1088	P/L iron steel grill door with angle iron frame of 1 ½ x 1 ½ x ¼ and flat iron of ¾ x ¼ with approved design and locking arrangement embedded in masonry as per instruction of Engineer Incharge		P/Sft		
2.	553	Supplying and fixing special heavy type steel door for lock up with angle iron framing of 2 ½ x 2 ½ x 3/8 size & shutter 2 x 2 x 3/8 with 1" dia M.S. Bar placed @ 4" c/c with a separate locking box having size 12 x 12 of M.S. Sheet embedded in masonry with proper locking arrangement as per approved design i/c cost of erection of steel gate & fixing in masonry wall in CC 1:2:4 etc complete as per Engineer Incharge		P/Sft		
3.	2194	Preparing surface and painting doors & windows prime coat any type (two coats)		%Sft		
4	8560	Painting doors & windows any type (two coats)		%Sft		
5	40	C.C. Bricks or stone ballast 1 ½" to 2" gauge 1:4:8.		%Cft		
6	80	P/L 1:3:6 CC Solid block masonry set in 1:6 cement sand mortar in plinth and foundation i/c racking out joint & curing.		%Cft		
7	151	P/L 1:3:6 CC Solid block masonry wall 6" and below in thickness in 1:6 cement mortar in ground floor super structure i/c racking out joints & curing.		%Cft		
8	634	Cement plaster 1:6 upto 12-0 height (b) ½" thick.		%Sft		

9	7840	Scraping, brushing & removing old paints from metal surface.		%Sft		
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Total Rs:

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**Resident Engineer-I.**  
**NEK (KW & SB) Filter Plant**  
**NEK (KW & SB)**  
**Filter Plant Division-1**  
**KW & SB.**

I/We hereby quoted Rs. \_\_\_\_\_ (Rupees)

\_\_\_\_\_

Execution of above work and I/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: \_\_\_\_\_

\_\_\_\_\_

Contract # \_\_\_\_\_



# STANDARD BIDDING DOCUMENT

**PROCUREMENT OF WORKS**  
(For Contracts Costing up to Rs.2.5 Million)

**(Website Tender)**  
**(Sr. No.2)**

**Name of Work**

**“P/F AND CONSTRUCTION ON RCC FOUNDATION OF M.S. TABULAR POLES I/C COPPER WIRES AND OTHER RELATIVE ACCESSORIES AT NEK OLD STAFF COLONY, KW&SB.”**

**-:Name of Offices:-**

**NORTH EAST KARACHI**  
**K-II & K-III (FILTER PLANT) DIVISION**  
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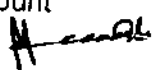
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- (b) Brief Description of Work : **P/F AND CONSTRUCTION ON RCC FOUNDATION OF M.S. TABULAR POLES I/C COPPER WIRES AND OTHER RELATIVE ACCESSORIES AT NEK OLD STAFF COLONY, KW&SB.**
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- (f) Period of Bid validity : 90 Days.
- (g) Security Deposit (including Bid Security) : 10%
- (h) Venue, Time and Date of Bid Opening : The Tender sealed cover super scribed with the name the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5, Block "E" at 9<sup>th</sup> Mile Karsaz, Karachi on 05-06-2014 at 02.:30 PM by Procurement Committee-I, KW&SB.
- (i) Deadline for submission of Bid along with time : **05-06-2014 at 2:00 PM**
- (j) Time for completion from From written order commence : 10 Days
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay
- (l) Bid issued to Firm : M/s \_\_\_\_\_
- (m) Deposit Receipt No. & Date : \_\_\_\_\_
- Amount : Rs.1,000/-

  
**GHULAM MUHAMMAD MAQSOOD**  
Resident Engineer  
NEK (K-II & K-III)  
Resident Engineer  
Filter Plant Division-1  
KW & SB.

Authority 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 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 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 / Resident Engineer may terminate the contract if either of the following conditions exists:-

- (i) Contractor causes a breach of any clause of the Contractor;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the cas 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 Resident Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available expect 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 Resident Engineer / Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him 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 fo 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 the 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 changes 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 she may think necessary or proper. The decision of the Resident 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: Specification.** 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 Resident 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 writhing 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 respect.

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 of 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 of the nature of the work in the variation does not correspond with items in the Bills 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 case of any such failure, the Engineer-in-charge shall give the contract 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 material 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 pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

- (B) **Date 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 order 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;
- (B) If nay 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 or damage to physical property of facilities or related services at the premises and of personal injury and death which arise during an din 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 Resident 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 off the site. Compensation of all damage done intentionally or unintentionally 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 other wise 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 there acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The provision 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 dispute 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 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, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or material used on the work or as to any other questions, claim, right, matter 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 thereof.

**Clause-17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Resident Engineer (hereinafter called the Engineer in-charge) 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.**

(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 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;
- (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 Recovery.

**Clause-20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( work should be considered as complete for the purpose of refund of security deposit to the 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 defect 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.

*Javed Ali Kamboh*  
Divisional Accountants Officer  
Div. Accounts Officer  
North East Karachi  
(P&F) K-II. KW&SB  
Contractor

*GHULAM MUHAMMAD MAGSI*  
Resident Engineer  
NEK (K-I & K-II)  
Filter Plant Division-1  
KW & SB.

## **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 Tender
- 3) Experience certificate of similar nature of job must be available with the Tender.
- 4) Similar nature of Biddign Document from upto 2.5 Million of SPPRA with filling Bidding Data & Contract 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 property signed by Contractor with stamped, address and Contact No.
- 7) It the estimate are based on Sch. 2012 and premium can be allowed within allowable limit.
- 8) It 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.

## KARACHI WATER & SEWERAGE BOARD

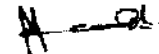
**NAME OF WORK:- P/F AND CONSTRUCTION ON RCC FOUNDATION OF M.S. TABULAR POLES I/C COPPER WIRES AND OTHER RELATIVE ACCESSORIES AT NEK OLD STAFF COLONY, KW&SB.**

Item No	Qty	Description of item to be executed at site	Rate	Unit	Amount in Rupees	Rupees in Word
1.	1088	P/L iron steel grill door with angle iron frame of 1 ½ x 1 ½ x ¼ and flat iron of ¾ x ¼ with approved design and locking arrangement embedded in masonry as per instruction of Engineer Incharge		P/Sft		
2.	553	Supplying and fixing special heavy type steel door for lock up with angle iron framing of 2 ½ x 2 ½ x 3/8 size & shutter 2 x 2 x 3/8 with 1" dia M.S. Bar placed @ 4" c/c with a separate locking box having size 12 x 12 of M.S. Sheet embedded in masonry with proper locking arrangement as per approved design i/c cost of erection of steel gate & fixing in masonry wall in CC 1:2:4 etc complete as per Engineer Incharge		P/Sft		
3.	2194	Preparing surface and painting doors & windows prime coat any type (two coats)		%Sft		
4	8560	Painting doors & windows any type (two coats)		%Sft		
5	40	C.C. Bricks or stone ballast 1 ½" to 2" gauge 1:4:8.		%Cft		
6	80	P/L 1:3:6 CC Solid block masonry set in 1:6 cement sand mortar in plinth and foundation i/c racking out joint & curing.		%Cft		
7	151	P/L 1:3:6 CC Solid block masonry wall 6" and below in thickness in 1:6 cement mortar in ground floor super structure i/c racking out joints & curing.		%Cft		
8	634	Cement plaster 1:6 upto 12-0 height (b) ½" thick.		%Sft		

9	7840	Scraping, brushing & removing old paints from metal surface.		%Sft		
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Total Rs:

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**GH Resident Engineer,**  
**NEK (K-III) Filter Plant**  
**NEK (KW&SB-III)**  
**Filter Plant Division-1**  
**KW & SB.**

I/We hereby quoted Rs. \_\_\_\_\_ (Rupees)

\_\_\_\_\_

Execution of above work and I/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: \_\_\_\_\_

\_\_\_\_\_

Contract # \_\_\_\_\_



# STANDARD BIDDING DOCUMENT

**PROCUREMENT OF WORKS**  
(For Contracts Costing up to Rs.2.5 Million)

(Website Tender)  
(Sr. No.3)

**Name of Work**

**“EMERGENT WORK OF ISUZU TRUCK NO.GS-8092, IN BUS  
BODY SHAPE N.E.K. (P&F) K-II PLANT, KW&SB”**

**-:Name of Offices:-**

**NORTH EAST KARACHI  
K-II & K-III (FILTER PLANT) DIVISION**  
Nek 100 Mgd Filter Plant & Pump Houses, Saadi Town, Schme-33, District Malir, Karachi.

Contact # 0333-2050877 / 0300-2270833

# Instruction 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, girths, 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.

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 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 provision of SPR Rules 2010.

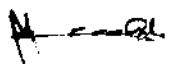
5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only on 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 envelop containing the tender documents shall refer the name and number of the work.

- 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 fulfils 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 fulfil 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: North East Karachi, K-II & K-III (Filter Plant) Division, KW&SB.
- (b) Brief Description of Work : **EMERGENT WORK OF ISUZU TRUCK NO.GS-8092, IN BUS BODY SHAPE N.E.K. (P&F) K-II PLANT, KW&SB**
- (c) Procuring Agency address : NEK 100 MGD Filter Plant & Pump Houses, Saadi Town, Scheme-33, Dist. Malir, Karachi.
- (d) Estimate Cost : (On Composite Schedule of Rates (CSR) / Offer rate basis).
- (e) Amount of Bid Security : 02% of Bid amount.
- (f) Period of Bid validity : 90 Days.
- (g) Security Deposit (including Bid Security) : 10%
- (h) Venue, Time and Date of Bid Opening : The Tender sealed cover super scribed with the name the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5, Block "E" at 9<sup>th</sup> Mile Karsaz, Karachi on 05-06-2014 at 02:30 PM by Procurement Committee-I, KW&SB.
- (i) Deadline for submission of Bid along with time : 05-06-2014 at 2:00 PM
- (j) Time for completion from From written order commence : 10 Days
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay
- (l) Bid issued to Firm : M/s \_\_\_\_\_
- (m) Deposit Receipt No. & Date : \_\_\_\_\_
- Amount : Rs.1,000/-

  
Resident Engineer  
NEK (K-II & K-III)  
Filter Plant Division-1  
KW & SB.

Authority 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 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 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 / Resident Engineer may terminate the contract if either of the following conditions exists:-
- (i) Contractor causes a breach of any clause of the Contractor;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the cas of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (v) 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 Resident Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available expect conditions mentioned at "A" (iii) and (iv) above;
  - (i) to finalize the work by measuring the work done by the contractor.

300) In the event of any of the above courses being adopted by the Resident Engineer / Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him 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 fo 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 the 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 changes or period of completion is to be extended accordingly.

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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: Specification.** 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 Resident 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 writhing 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 spccifications, 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 pervious 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 respect.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the contractor, which be 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 dated 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.
- (B) Contractor shall not perform of 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 some 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 of the nature of the work in the variation does not correspond with items in the Bills 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 case of any such failure, the Engineer-in-charge shall give the contract 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 material 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 pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

- (B) **Date 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 order 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;
- (B) If nay 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 or damage to physical property of facilities or related services at the premises and of personal injury and death which arise during an din 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 Resident 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 off the site. Compensation of all damage done intentionally or unintentionally 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 other wise 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 there acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The provision 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 dispute 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 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, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or material used on the work or as to any other questions, claim, right, matter 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 thereof.

**Clause-17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Resident Engineer (hereinafter called eth Engineer in-charge) 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.**

(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 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;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected form 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 Recovery.

**Clause-20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works ( work should be considered as complete for the purpose of refund of security dposit to ta 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 defect 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.

*Jawad*  
Divisional Accountants Officer  
**Jawad Ali Kamboh**  
(Div. Accounts Officer  
North East Karach)  
P.O. K-II, KW&SB  
Contractor

*M. A. Ghulam*  
Resident Engineer-I  
GHULAM MUHAMMAD MASO  
Resident Agency  
NEK (K-II & K-III)  
Filter Plant Division-1  
KW & SB.

## **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 Tender
- 3) Experience certificate of similar nature of job must be available with the Tender.
- 4) Similar nature of Biddign Document from upto 2.5 Million of SPPRA with filling Bidding Data & Contract 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 property signed by Contractor with stamped, address and Contact No.
- 7) It the estimate are based on Sch. 2012 and premium can be allowed within allowable limit.
- 8) It 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.

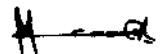


## KARACHI WATER & SEWERAGE BOARD

**NAME OF WORK:- EMERGENT WORK OF ISUZU TRUCK NO.GS-8092, IN  
BUS BODY SHAPE N.E.K. (P&F) K-II PLANT, KW&SB**

Item No	Qty	Description of item to be executed at site	Rate	Unit	Amount in Figure	Rupees in Word
1.	01 Set	Piston set (genuine)		Each		
2.	01 Set	Sleeve (genuine)		Each		
3.	01 Set	Main & Biggen set (genuine)		Each		
4	01 Set	Valve (genuine)		Each		
5	01 Set	Guide (genuine)		Each		
6	01 No.	Oil Pump (genuine)		Each		
7	01 Set	Packing Kit (genuine) complete		Each		
8	01 Set	Ring (genuine)		Each		
9	01 Set	Clutch & Pressure Plate (genuine)		Each		
10	01 Set	Thrust bearing (genuine)		Each		
11	01 Job	Diesel Pump Service		Each		
12	01 Set	Nozzle (genuine)		Each		
13	01 Job	All machining work i/c lath, boring, cutting		Each		
14	02 Nos.	Batteries 12 v, N-200 i/c Oxide & charging (AGS - EXIDE)		Each		
15	01 Job	Labour / work charges		Each		
16	01 Set	Break shoe (F/R) Genuine		Each		
17	01 No.	Master Cylinder(Genuine)		Each		
18	01 Set.	Break Cylinder & Washer (Genuine)		Each		

19	01 Set	King Pin Set (Genuine)		Each		
20	01 Job	Repairing & painting of rusty area of cabin and body of Isuzu Truck on lump sump basis		Job		
Total Rs:						

  
**Resident Engineer-I**  
**NEK (K-II & K-III) Filter Plant**  
**Resident Engineer**  
**NEK (K-II & K-III)**  
**Filter Plant Division-1**  
**KW & SB.**

I/We hereby quoted Rs. \_\_\_\_\_ (Rupees)

Execution of above work and I/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: \_\_\_\_\_

Contract # \_\_\_\_\_



# STANDARD BIDDING DOCUMENT

**PROCUREMENT OF WORKS**  
(For Contracts Costing up to Rs.2.5 Million)

(Website Tender)  
(Sr. No.4)

**Name of Work**

**“MANUFACTURING AND INSTALLATION OF M.S.  
EVAPORATOR HEATING BOX AND REPLACEMENT OF  
OTHER RELEVANT ACCESSORIES AT CHEMICAL SECTION  
AT NEK (F/P) DIV-I, KW&SB”**

**-:Name of Offices:-**

**NORTH EAST KARACHI  
K-II & K-III (FILTER PLANT) DIVISION**

**Nek 100 Mgd Filter Plant & Pump Houses, Saadi Town, Schme-33, District Malir, Karachi.**

**Contact # 0333-2050877 / 0300-2270833**

# Instruction 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, girths, 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.

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 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 an 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 provision of SPR 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 on 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 envelop 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 fulfils 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 fulfil 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: North East Karachi, K-II & K-II (Filter Plant) Division, KW&SB.
- (b) Brief Description of Work : MAUFACTURING AND INSTALLATION OF M.S. EVAPORATOR HEATING BOX AND REPLACEMENT OF OTHER RELEVANT ACCESSORIES AT CHEMICAL SECTION AT NEK (F/P) DIV-I, KW&SB
- (c) Procuring Agency address : NEK 100 MGD Filter Plant & Pump Houses, Saadi Town, Scheme-33, Dist. Malir, Karachi.
- (d) Estimate Cost : (On Composite Schedule of Rates (CSR) / Offer rate basis).
- (e) Amount of Bid Security : 02% of Bid amount.
- (f) Period of Bid validity : 90 Days.
- (g) Security Deposit (including Bid Security) : 10%
- (h) Venue, Time and Date of Bid Opening : The Tender sealed cover super scribed with the name the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5, Block "E" at 9<sup>th</sup> Mile Karsaz, Karachi on 05-06-2014 at 02:30 PM by Procurement Committee-I, KW&SB.
- (i) Deadline for submission of Bid along with time : 05-06-2014 at 2:00 PM
- (j) Time for completion from From written order commence : 10 Days
- (k) Liquidity damage : 0.5% of Bid Cost per day of delay
- (l) Bid issued to Firm : M/s \_\_\_\_\_
- (m) Deposit Receipt No. & Date : \_\_\_\_\_
- Amount : Rs.1,000/-

**GHULAM MUHAMMAD MAGSI**  
**Resident Engineer**  
**NEK (K-II & K-II)**  
**Filter Plant Division-1**

Authority issuing bidding Document.

## Conditions of Contract

**Clause-1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion of 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 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 / Resident Engineer may terminate the contract if either of the following conditions exists:-

- (i) Contractor causes a breach of any clause of the Contractor;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the cas 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 Resident Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available expect 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 Resident Engineer / Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him 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 fo 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 possession of all parts of the site to the contractor. If possession of the 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 changes 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 a she may think necessary or proper. The decision of the Resident 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: Specification.** 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 Resident 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 writhing 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 pervious 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 respect.

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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.
- (B) Contractor shall not perform of 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 some 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 of the nature of the work in the variation does not correspond with items in the Bills 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.
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- (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 case of any such failure, the Engineer-in-charge shall give the contract 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 material 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 pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

- (B) **Date 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 order 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;
- (B) If nay 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 bc 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 or damage to physical property of facilities or related services at the premises and of personal injury and death which arise during an din 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 Resident 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 off the site. Compensation of all damage done intentionally or unintentionally 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 other wise 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 there acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The provision 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 dispute 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 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, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or material used on the work or as to any other questions, claim, right, matter 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 thereof.

**Clause-17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Resident Engineer (hereinafter called the Engineer in-charge) 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.**

(A) **Mobilization advance** is not allowed.


(B) **Secured Advance against materials brought at site.**

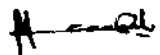
- (i) Secured Advance may be permitted only against imperishable materials / quantities anticipated to be consumed /utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (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 ( work should be considered as complete for the purpose of refund of security deposit to the 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 defect 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 Accountants Officer  
**Jawaid Ali Kamboh**  
Div. Accounts Officer  
North East Karachi  
Contractor (P&F) K-II, KW&SB

  
GHULAM MUHAMMAD MAGSI  
Resident Engineer,  
Procuring Agency  
NEK (K-II & K-III)  
Filter Plant Division-1  
KW & SB.

## **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 Tender
- 3) Experience certificate of similar nature of job must be available with the Tender.
- 4) Similar nature of Biddign Document from upto 2.5 Million of SPPRA with filling Bidding Data & Contract 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 property signed by Contractor with stamped, address and Contact No.
- 7) It the estimate are based on Sch. 2012 and premium can be allowed within allowable limit.
- 8) It 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.

**KARACHI WATER & SEWERAGE BOARD**  
**OFFICE OF THE RESIDENT ENGINEER-I**  
**N.E.K(K-II & K-III) Filter Plant Division**

NEK 100 MGD Filter Plant, Saadi Town, Scheme-33, Last Bus Stop 11-C, Distt. Malir

Cell No. 0333-2050877 / 0300-2270833

No.RE-I.NEK/K-II & KIII/F.P/NIT/2013-14/

Dated:

**NOTICE INVITING TENDER**

**(Under SPPRA-2010)**

Resident Engineer, N.E.K(K-II & K-III) Filter Plant, KW&SB invites sealed Tender (**On Composite Schedule of Rates (CSR)/Offer rate basis**) in terms of SPPRA-2010 on single stage-single envelope for the following works from the intending participants, reputed / experienced contracting firms, manufacturers and authorized dealers / Sole distributors:-

1.	Name of Works	<p>1. URGENT REPLACEMENT OF DAMAGED DOORS AND P/F GRILL DOORS AT NEK (P/F) K-II, K-III, KW&amp;SB.</p> <p>2. P/F AND CONSTRUCTION ON RCC FOUNDATION OF M.S. TABULAR POLES I/C COPPER WIRES AND OTHER RELATIVE ACCESSORIES AT NEK OLD STAFF COLONY, KW&amp;SB.</p> <p>3. EMERGENT WORK OF ISUZU TRUCK NO.GS-8092, IN BUS BODY SHAPE N.E.K. (P&amp;F) K-II PLANT, KW&amp;SB.</p> <p>4. <b>MANUFACTURING AND INSTALLATION OF M.S. EVAPORATOR HEATING BOX AND REPLACEMENT OF OTHER RELEVANT ACCESSORIES AT CHEMICAL SECTION AT NEK (F/P) DIV-I, KW&amp;SB</b></p>
2.	Estimated Amount of Works	(1) Rs.9,99,093/- (2) Rs.9,55,525/- (3) Rs.2,59,350/- <b>(4) Rs.4,64,194/-</b>
3.	Eligibility of Contractor	All Eligible Contractors having N.I.T
4.	Earnest Money	2% of the bid cost of the work in shape of pay order from any schedule bank in favour of KW&SB should be enclosed the tender sealed cover super scribed with the name of work
5.	Tender can be Purchased	Tender documents will be available for sale w.e.f. the date of advertisement of Website during working hours (except the date of opening of tenders ) from Office of the Accounts Officer Revenue Finance Department KW&SB having his office at 1 <sup>st</sup> Floor KW&SB Head Office Civic Centre Annex Building Gulshan-e-Iqbal Karachi and Office of the C.E (E&M-W) KW&SB Situated at Block B 9 <sup>th</sup> Miles Shahrah-e- Faisal Karsaz Karachi between 09.00 am to 04.00 pm
6.	Tender Fee of works	Rs.1,000/=
7.	Time limit for Completion of works	10 Days
8.	Bid Validity	90 Days
9.	Last date of Issuing	05-06-2014
10.	Date & Time of receiving / Opening of Tenders.	05-06-2014 at 2.00 Pm on same day.
11.	Place of opening	Tender documents will be opened in the Office of the C.E (IP&D) room No 5 Block E 9 <sup>th</sup> Miles Shahrah-e- Faisal Karsaz Karachi in the presence of Procurement

		representatives who wish to present.
12	Source of Funding	KW&SB'S own fund of current financial year 2013-2014
13	Scope of work	To facilitate the staff / employee staff colony and Filter Plant

**Note:-**

1. Tender can be seen and download from SPPRA website [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk).
2. The participants must quote the rates both in words and figures. Incomplete / conditional tenders will not be accepted.
3. In case of any un-desireable circumstances arise on the submission / opening date & time or if government declares the holiday, the tender shall be submitted / opened on next working day at the same time and venue.
4. The Procuring Agency reserves the right to accept or reject any or all bids assigning any reason as per relevant provision of SPPRA-2010.
5. Conditional bid cannot be accepted.
6. Bid must be in sealed cover and experience certificate for one year of similar nature of job must be attached with the bid.
7. Specifications and details regarding above jobs can be seen and discussed with Resident Engineer, NEK (K-II & K-III) Filter Plant, Karachi in division office situated at North East Karachi 100 MGD Filter Plant & Pump Houses, Saadi Town, Scheme-33, at any working day during office hours and Contact No. **0333-2050877 / 0300-2270833**.
8. Debarred Contractors bid cannot be accepted.

KARACHI WATER & SEWERAGE BOARD



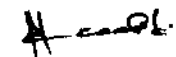
## KARACHI WATER & SEWERAGE BOARD

**NAME OF WORK:- MANUFACTURING AND INSTALLATION OF M.S. EVAPORATOR HEATING BOX AND REPLACEMENT OF OTHER RELEVANT ACCESSORIES AT CHEMICAL SECTION AT NEK (F/P) DIV-I, KW&SB**

Item No	Qty	Description of item to be executed at site	Rate	Unit	Amount in Rupees	Rupees in Word
1.	01 Job	Complete dismantling & installation water heating box and other accessories as per direction of Engineer Incharge		P/Job		
2.	01 Job	Manufacturing of water heating box from iron sheet black plain imported on angle gauge as per sample and size, i/c providing and fixing of heat protective sheet and wool complete in all accessories with piping and heater holes, threading, fabrication as per direction of Engineer Incharge		P/Job		
3	01 Job	Manufacturing of ply wooden sheet as per sample and size 3 mm thick for water heating box complete in all respects per direction of Engineer Incharge		P/Job		
4.	80 Meter	Providing and laying main and sub main PVC insulated & PVC sheathed with 4 core conductor 600/1000 volts size 25 mm <sup>2</sup>		P/ Meter		
5	01 No.	Providing & fixing circuit breaker 15, 20, 30 & 100 Amp. TP(XS-1000Ns) on prepared board as required		Each		
6	02 Nos.	Providing & fixing magnetic contactor FC 20 N as required & as per instruction of Engineer Incharge		Each		
7	01 No.	Providing & fixing DP i/c change over switch 500 volts 15 Amp on a prepared board.		Each		
8	01 No.	Providing & fixing over load relays for sizes 0.5, 0.5 A, 0.75, 1.5 & 1.5A model FT 20 as required and as per instruction of Engineer Incharge		Each		
9	01 No.	Providing & fixing ammeter size 96 / 96 mm direct 15A, 30A, 50A, 60A & 100 A as required and as per Instruction of Engineer Incharge.		Each		
10	01 No.	Providing & fixing volt meter size 96/96 mm 500 volts as required & as per instruction of Engineer Incharge.		Each		

11	50 Meter	Manufacturing & supplying & fixing black steel MS Pipe made out of M.S. Sheet conforming to APISL Grade X-42, ERW & externally asphalt coated with febroglass 5 mm thick & internally CC lining 8mm thick (AWWA Specification) I/c laying jointing, with helical welding in trenches i/c cost of bends of any degree & testing with water special pressure for different dia of pipe s below 64mm thick 3" dia		R/M		
12	30 Nos.	Providing & fixing MS Flange made of MS Plate having a thickness and total weight as mentioned against each item it includes the cost of making holes, facing, welding, nuts, blots, rubber, packing, white lead fitter, cartage, etc complete 3" dia		Each		

Total Rs:

  
**Resident Engineer-I**  
 NEK(Kol-2) K-II Filter Plant  
 NEK(Kol-3) K-III  
 Filter Plant Division-1  
 KW & SB.

I/We hereby quoted Rs. \_\_\_\_\_ (Rupees)

Execution of above work and I/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 \_\_\_\_\_

Contract # \_\_\_\_\_