



# **LYARI DEVELOPMENT AUTHORITY**

**LANDSCAPE HORTICULTURE & PARKS DEPARTMENT**

**BIDDING DOCUMENTS**

**NAME OF WORK**

**· GREENING, PLANTATION/GAP FILLING IN PARK ST-3, 5 AT SECTOR NO. 17/C, ST-2, 3 AT SECTOR NO. 17/B, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

**TENDER DOCUMENTS**

**BILL OF QUANTITIES**

**AS PER PEC & SPPRA (GUIDELINE/DIRECTIVE) RULES 2010**

**MAY, 2015**

## Instructions to Bidders/ Procuring Agencies.

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

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

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

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

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 contract be entitles to claim enhanced rates for any item in this contract.
4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitations, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determine 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 vase 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 amount in figures and in words, the amount in words will govern.

**BIDDING DATA**

A	Name of Procuring Agency	LYARI DEVELOPMENT AUTHORITY
B	Brief Description of Works	GREENING, PLANTATION/GAP FILLING IN PARK ST-3, 5 AT SECTOR NO. 17/C, ST-2, 3 AT SECTOR NO. 17/B, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI
C	Procuring Agency's address	Room No. CL-403, 4th Floor (Left Wing), Civic Centre, University Road, Gulshan-e-Iqbal, Karachi
D	Amount of Bid Security	2% of the Quoted Bid Amount
E	Period of Bid Validity (days)	30 Days
F	Security Deposit (Including Bid Security)	02% of Bid Amount
G	Percentage, if any, to be deducted from bills	08% Retention Money
H	Deadline for Submission of Bids along	25.05.2015 (1:00 P.M)
I	Venue, Time, and Date of Bid Opening	Site office of the Horticulturist, LDA, Beach Avenue, Hawksbay, Scheme-42, LDA Karachi at 02:00 p.m on 25.05.2015
J	Time for Completion from written order of commence	30 Days
K	Deposit Receipt No. (Date & Amount in words and figure)	

### **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 instruction of the Horticulturist/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 exceed one month, to achieve progress on the prorate basis.

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

#### **Clause – 3: Termination of the Contract.**

- (A) Procuring Agency/Horticulturist/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) Contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Horticulturist/Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B) The Horticulturist/Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) To forfeit the security deposit available except condition 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 Horticulturist/Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.

- (ii) However, the contractor can claim for the work done at site duly certified by the Horticulturist/Executive Engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

**Clause – 6: Specifications.** The contractor shall 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 Horticulturist/Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Horticulturist/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 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 Horticulturist/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 10 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 Horticulturist/Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Horticulturist/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 Horticulturist/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 Horticulturist/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 Horticulturist/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 plants, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Horticulturist/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 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 Horticulturist/Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Project Director.
- (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 work 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 Horticulturist/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 Defect Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

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

**Clause – 11:**

- (A) **Inspection of Operations.** The Horticulturist/Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Horticulturist/Engineer shall give the contractor reasonable notice of the intention of the Horticulturist/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 Horticulturist/Engineer whenever any such part of the works or foundation is or are ready or about to be ready for examination and the Horticulturist/Engineer shall, without delay, unless he considers it unnecessary and advise the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property of facilities or related service at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Horticulturist/Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the horticulturist/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 Horticulturist/Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damages done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.



**Clause – 15: Sub-contracting.** The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Horticulturist/Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The 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 disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one 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 instruction, hereinbefore mentioned and as to the quality of workmanship, or materials 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, order 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.** One completion of the work, the contractor shall be furnished with a certificate by the Horticulturist/Executive Engineer (hereinafter called the Horticulturist/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 Horticulturist/Engineer-in-charge, may at the expenses 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 less 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 work (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Horticulturist/Engineer has certified that all defects notified to the contractor before the end of his 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).

**Contractor**

**Horticulturist**

**GREENING PLANTATION/GAP FILLING IN PARK ST-3, 5, AT SECTOR NO. 17/C, ST-2, 3 AT SECTOR NO. 17/B, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

**BILL OF QUANTITY**

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	Excavation in foundation of buildings, bridges and other structures including dagbelling, dressing refilling around structures with excavated earth watering and ramming as directed by Horticulturist Incharge lead upto 5 feet. (In Ordinary Soil).	18,900		Cft	Rs.
2	Supply, Stacking and Spreading of approved garden soil (Sweet Earth) free from salts, pebbles and grass roots etc., complete including lift and lead.	15,750		Cft	Rs.
3	Supply, Stacking and Spreading cow dung manure / Slaughter House cow dung manure including mixing the same upto a depth up 2ft into earth including breaking clods, dressing fine, raking and rolling complete.	1,575.00		Cft	Rs.
4	Supply & Planting live, healthy & luxuriantly growing saplings of trees and plant. complete				
a)	MELIA AZADRACHTA TREES (5 ft High)	350.00		Each	Rs.
b)	GUAKUM OFFICINALE TREES (3ft High)	350.00		Each	Rs.
5	Supply & Fixing firm, tree support bamboo sticks 6' to 7' long 1" to 1.5" dia thick along side sapling of trees & tying lonely at 2-3 points with the help of colton/jante shring and as directed by Horticulturist Incharge.	700.00		Each	Rs.
6	Providing & Fixing industrial made concrete pre cast kerb blocks 3750 PSI, 450 mm x 300 mm x 130 mm 28 by 45 CM at top laid in 2 CM thick 1:4 cement mortar and join the kerb block with level and alignment shall be proper, as directed by Engineer Incharge.	60.00		P.Rft	Rs.

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
7	Maintenance service i/c (but not limited to regular watering, trimming, manuring, grass cutting, cleaning of the landscape and total area. taking out weeds and other undesirable developments, replacements of grass and trees of all sizes and ages that have died / drying away where ever requ red., Security etc, complete in a way that the landscaping done is maintained & kept in excellent condition to be complete satisfaction of Horticulturist Incharge in all respects for a period of 06 months. This item includes provision of requisite manpower (gardeners / watchman and supervisor etc) adequate No. of machine, tools & implements ( grass cutting machines, tree pruning scissors, saws & clippers watering equipment, etc complete) adequate place / office / store for these items.	1.00		Job	
8	Supplying and application of irrigation water of approved quality to different plants and lawns as directed by Horticulturist, LDA regularly in quantity described by the Horticulturist incharge from time to time for 1 (One) year complete ( about 1-2 gallons per tree per day & 8000 gallon per acre per day for lawns & Hedges) ensuring that no plant / Tree / lawn starves for want of watering. In case it so happens the damages if any will be charged / deducted from the bills of the contractor / recovered from security deposit etc.	511000.00		Per Gal	Rs.

i/We hereby quoted as follow

Items: Based on Offer rate amounting to Rs. _____ /-	Rs. _____ /-
<b>GRAND TOTAL</b>	Rs. _____ /-

The total amount is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ for the complete job for all offer rate.

I / We have attached a pay order bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ issued  
from Bank \_\_\_\_\_ amounting to  
Rs. \_\_\_\_\_ as per NIT.

**Time Limit: 30 Days**

**Penalty per days: Rs.500/-**

Note:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled
- All over writing & correction if any must be initiated & stamped by the bidder

**Signature of the Contractor with Stamp**

Address: \_\_\_\_\_  
\_\_\_\_\_

### **MINIMUM QUALIFICATION / ELIGIBILITY CRITERIA**

The evidence / documents of the following minimum qualification eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

#### **ELIGIBILITY:**

1. NTN Certificate
2. Valid Professional TAX
3. Registration From Sindh Board of Revenue

#### **MINIMUM QUALIFICATION CRITERIA:**

4. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
5. All rates quoted including the total amount of the bid shall be in figures & words (both).
6. All corrections / overwriting shall be clearly re-written with initials duly stamped by the bidder.
7. The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.
8. The minimum turn over / work experience with satisfactory completion report in last 2 years or at least two or more works in hand and their aggregate cost should be equal to the work cost in which bidder interested to participate.

**Signature of the Bidder with Stamp**



# **LYARI DEVELOPMENT AUTHORITY**

**LANDSCAPE HORTICULTURE & PARKS DEPARTMENT**

**BIDDING DOCUMENTS**

**NAME OF WORK**

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**MAY, 2015**

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A	Name of Procuring Agency	LYARI DEVELOPMENT AUTHORITY
B	Brief Description of Works	GREENING, PLANTATION/GAP FILLING IN PARK ST-3, AT SECTOR NO. 12/D, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI
C	Procuring Agency's address	Room Bo. CL-403, 4th Floor (Left Wing), Civic Centre, University Road, Gulshan-e-Iqbal, Karachi
D	Amount of Bid Security	2% of the Quoted Bid Amount
E	Period of Bid Validity (days)	30 Days
F	Security Deposit (Including Bid Security)	02% of Bid Amount
G	Percentage, if any, to be deducted from bills	08% Retention Money
H	Deadline for Submission of Bids along	25.05.2015 (1:00 P.M)
I	Venue, Time, and Date of Bid Opening	Site office of the Horticulturist, LDA, Beach Avenue, Hawksbay, Scheme-42, LDA Karachi at 02:00 p.m on 25.05.2015
J	Time for Completion from written order of cominnence	30 Days
K	Deposit Receipt No. (Date & Amount in words and figure)	

### **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 instruction of the Horticulturist/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 exceed 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 contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contract. Payment of liquidated damages does not affect the contractor's liabilities.

#### **Clause – 3: Termination of the Contract.**

- (A) Procuring Agency/Horticulturist/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) Contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Horticulturist/Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B) The Horticulturist/Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) To forfeit the security deposit available except condition 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 Horticulturist/Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.

- (ii) However, the contractor can claim for the work done at site duly certified by the Horticulturist/Executive Engineer in writing regarding the performance of such work and has not been paid.

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

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

**Clause – 5: Extension of Intended Completion Date.** The Procuring agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Horticulturist/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 pr by the aggregate of all such orders, made under this agreement.

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

**Clause – 6: Specifications.** The contractor shall 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 Horticulturist/Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Horticulturist/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 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 Horticulturist/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 10 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 Horticulturist/Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Horticulturist/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 Horticulturist/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 Horticulturist/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 Horticulturist/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 plants, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Horticulturist/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 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 Horticulturist/Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Project Director.
- (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 work 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 Horticulturist/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 Defect Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

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

**Clause – 11:**

- (A) Inspection of Operations.** The Horticulturist/Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing.** The Horticulturist/Engineer shall give the contractor reasonable notice of the intention of the Horticulturist/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 Horticulturist/Engineer whenever any such part of the works or foundation is or are ready or about to be ready for examination and the Horticulturist/Engineer shall, without delay, unless he considers it unnecessary and advise the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property of facilities or related service at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Horticulturist/Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the horticulturist/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 Horticulturist/Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damages done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

**Clause – 15: Sub-contracting.** The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Horticulturist/Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The 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 disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one 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 instruction, hereinbefore mentioned and as to the quality of workmanship, or materials 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, order 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 Horticulturist/Executive Engineer (hereinafter called the Horticulturist/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 Horticulturist/Engineer-in-charge, may at the expenses 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 less 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 work (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Horticulturist/Engineer has certified that all defects notified to the contractor before the end of his 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).

**Contractor**

**Horticulturist**



**GREENING, PLANTATION/GAP FILLING IN PARK ST-3, AT SECTOR NO. 12/D, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

**BILL OF QUANTITY**

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	Excavation in foundation of buildings, bridges and other structures including dagbelling, dressing refilling around structures with excavated earth watering and ramming as directed by Horticulturist Incharge lead upto 5 feet. (In Ordinary Soil).	10,800		Cft	Rs.
2	Supply, Stacking and Spreading of approved garden soil (Sweet Earth) free from salts, pebbles and grass roots etc., complete including lift and lead.	9,000		Cft	Rs.
3	Supply, Stacking and Spreading cow dung manure / Slaughter House cow dung manure including mixing the same upto a depth up 2ft into earth including breaking clods, dressing fine, raking and rolling complete.	900.00		Cft	Rs.
4	Supply & Planting live, healthy & luxuriantly growing saplings of trees and plant. complete				
a)	MEL A AZADRACHTA TREES (5 ft High)	200.00		Each	Rs.
b)	GUAKUM OFFICINALE TREES (3ft High)	200.00		Each	Rs.
5	Supply & Fixing firm, tree support bamboo sticks 6' to 7' long 1" to 1.5" dia thick along side sapling of trees & tying lonely at 2-3 points with the help of colton/jante shring and as directed by Horticulturist Incharge.	400.00		Each	Rs.
6	Providing & Fixing industrial made concrete pre cast kerb blocks 3750 PSI, 450 mm x 300 mm x 130 mm 28 by 45 CM at top laid in 2 CM thick 1:4 cement mortar and join the kerb block with level and alignment shall be proper, as directed by Engineer Incharge.	60.00		P.Rft	Rs.

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
7	Maintenance service i/c (but not limited to regular watering, trimming, manuring, grass cutting, cleaning of the landscape and total area, taking out weeds and other undesirable developments, replacements of grass and trees of all sizes and ages that have died / drying away where ever required., Security etc, complete in a way that the landscaping done is maintained & kept in excellent condition to be complete satisfaction of Horticulturist Incharge in all respects for a period of 06 months. This item includes provision of requisite manpower (gardeners / watchman and supervisor etc) adequate No. of machine, tools & implaments ( grass cutting machines, tree pruning scissors, saws & clippers watering equipment, etc complete) adequate place / office / store for these items.	1.00		Job	
8	Supplying and application of irrigation water of approved quality to different plants and lawns as directed by Horticulturist, LDA regularly in quantity described by the Horticulturist incharge from time to time for 1 (One) year complete ( about 1-2 gallons per tree per day & 8000 gallon per acre per day for lawns & Hedges) ensuring that no plant / Tree / lawn starves for want of watering. In case it so happens the damages if any will be charged / deducted from the bills of the contractor / recovered from security deposit etc.	292000.00		Per Gal	Rs.

i/We hereby quoted as follow

Items Based on Offer rate amounting to Rs. _____/-	Rs. _____/-
<b>GRAND TOTAL</b>	Rs. _____/-

The total amount is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ for the complete job for all offer rate.

I / We have attached a pay order bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ issued  
from Bank \_\_\_\_\_ amounting to  
Rs. \_\_\_\_\_ as per NIT.

**Time Limit: 30 Days**

**Penalty per days: Rs.500/-**

**Note:**

- Tender must be quoted in figure & in words both otherwise liable to be cancelled
- All over writing & correction if any must be initiated & stamped by the bidder

**Signature of the Contractor with Stamp**

Address: \_\_\_\_\_

\_\_\_\_\_

### **MINIMUM QUALIFICATION / ELIGIBILITY CRITERIA**

The evidence / documents of the following minimum qualification eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

#### **ELIGIBILITY:**

1. NTN Certificate
2. Valid Professional TAX
3. Registration From Sindh Board of Revenue

#### **MINIMUM QUALIFICATION CRITERIA:**

4. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
5. All rates quoted including the total amount of the bid shall be in figures & words (both).
6. All corrections / overwriting shall be clearly re-written with initials duly stamped by the bidder.
7. The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.
8. The minimum turn over / work experience with satisfactory completion report in last 2 years or at least two or more works in hand and their aggregate cost should be equal to the work cost in which bidder interested to participate.

**Signature of the Bidder with Stamp**



# **LYARI DEVELOPMENT AUTHORITY**

**LANDSCAPE HORTICULTURE & PARKS DEPARTMENT**

**BIDDING DOCUMENTS**

**NAME OF WORK**

**GREENING, PLANTATION/GAP FILLING IN PARK ST-3 & 5, AT SECTOR NO. 11/C, AT  
HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

**TENDER DOCUMENTS**

**BILL OF QUANTITIES**

**AS PER PEC & SPPRA (GUIDELINE/DIRECTIVE) RULES 2010**

**MAY, 2015**

## Instructions to Bidders/ Procuring Agencies.

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

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

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

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

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 contract be entitles to claim enhanced rates for any item in this contract.
4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitations, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities; registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determine 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 vase 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 amount in figures and in words, the amount in words will govern.

**BIDDING DATA**

A	Name of Procuring Agency	LYARI DEVELOPMENT AUTHORITY
B	Brief Description of Works	GREENING, PLANTATION/GAP FILLING IN PARK ST-3 & 5, AT SECTOR NO. 11/C, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI
C	Procuring Agency's address	Room No. CL-403, 4th Floor (Left Wing), Civic Centre, University Road, Gulshan-e-Iqbal, Karachi
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E	Period of Bid Validity (days)	30 Days
F	Security Deposit (Including Bid Security)	02% of Bid Amount
G	Percentage, if any, to be deducted from bills	08% Retention Money
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I	Venue, Time, and Date of Bid Opening	Site office of the Horticulturist, LDA, Beach Avenue, Hawksbay, Scheme-42, LDA Karachi at 02:00 p.m on 25.05.2015
J	Time for Completion from written order of commence	30 Days
K	Deposit Receipt No. (Date & Amount in words and figure)	



### **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 instruction of the Horticulturist/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 exceed one month, to achieve progress on the prorate basis.

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

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  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
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- (B) The Horticulturist/Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
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- (C) In the event of any of the above courses being adopted by the Horticulturist/Executive Engineer/Procuring Agency, the contractor shall have:-
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Procuring Agency/Horticulturist/Engineer may invite fresh bids for remaining work.

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

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

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

**Clause – 6: Specifications.** The contractor shall 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 Horticulturist/Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Horticulturist/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 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 Horticulturist/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 10 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 Horticulturist/Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Horticulturist/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 Horticulturist/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 Horticulturist/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 Horticulturist/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 plants, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Horticulturist/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 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 Horticulturist/Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Project Director.
- (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 work 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 Horticulturist/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 Defect Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

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

**Clause – 11:**

- (A) **Inspection of Operations.** The Horticulturist/Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Horticulturist/Engineer shall give the contractor reasonable notice of the intention of the Horticulturist/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 Horticulturist/Engineer whenever any such part of the works or foundation is or are ready or about to be ready for examination and the Horticulturist/Engineer shall, without delay, unless he considers it unnecessary and advise the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property of facilities or related service at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Horticulturist/Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the horticulturist/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 Horticulturist/Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damages done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

**Clause – 15: Sub-contracting.** The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Horticulturist/Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The 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 disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one 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 instruction, hereinbefore mentioned and as to the quality of workmanship, or materials 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, order 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.** One completion of the work, the contractor shall be furnished with a certificate by the Horticulturist/Executive Engineer (hereinafter called the Horticulturist/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 Horticulturist/Engineer-in-charge, may at the expenses 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 less 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 work (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Horticulturist/Engineer has certified that all defects notified to the contractor before the end of his 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).

**Contractor**

**Horticulturist**

**GREENING, PLANTATION/GAP FILLING IN PARK ST-3 & 5, AT SECTOR NO. 11/C, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

**BILL OF QUANTITY**

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	Excavation in foundation of buildings, bridges and other structures including dagbelling, dressing refilling around structures with excavated earth watering and ramming as directed by Horticulturist Incharge lead upto 5 feet. (In Ordinary Soil).	13,500		Cft	Rs.
2	Supply, Stacking and Spreading of approved garden soil (Sweet Earth) free from salts, pebbles and grass roots etc., complete including lift and lead.	11,250		Cft	Rs.
3	Supply, Stacking and Spreading cow dung manure / Slaughter House cow dung manure including mixing the same upto a depth up 2ft into earth including breaking clods, dressing fine, raking and rolling complete.	1,125.00		Cft	Rs.
4	Supply & Planting live, healthy & luxuriantly growing saplings of trees and plant. complete				
a)	MEL A AZADRACHTA TREES (5 ft High)	250.00		Each	Rs.
b)	GUAKUM OFFICINALE TREES (3ft High)	250.00		Each	Rs.
5	Supply & Fixing firm, tree support bamboo sticks 6' to 7' long 1" to 1.5" dia thick along side sapling of trees & tying lonely at 2-3 points with the help of colton/jante shring and as directed by Horticulturist Incharge.	500.00		Each	Rs.
6	Providing & Fixing industrial made concrete pre cast kerb blocks 3750 PSI, 450 mm x 300 mm x 130 mm 28 by 45 CM at top laid in 2 CM thick 1:4 cement mortar and join the kerb block with level and alignment shall be proper, as directed by Engineer Incharge.	60.00		P.Rft	Rs.

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
7	Maintenance service i/c (but not limited to regular watering, trimming, manuring, grass cutting, cleaning of the landscape and total area, taking out weeds and other undesirable developments, replacements of grass and trees of all sizes and ages that have died / drying away where ever required., Security etc, complete in a way that the landscaping done is maintained & kept in excellent condition to be complete satisfaction of Horticulturist Incharge in all respects for a period of 06 months. This item includes provision of requisite manpower (gardeners / watchman and supervisor etc) adequate No. of machine, tools & implements ( grass cutting machines, tree pruning scissors, saws & clippers watering equipment, etc complete) adequate place / office / store for these items.	1.00		Job	
8	Supplying and application of irrigation water of approved quality to different plants and lawns as directed by Horticulturist, LDA regularly in quantity described by the Horticulturist incharge from time to time for 1 (One) year complete ( about 1-2 gallons per tree per day & 8000 gallon per acre per day for lawns & Hedges) ensuring that no plant / Tree / lawn starves for want of watering. In case it so happens the damages if any will be charged / deducted from the bills of the contractor / recovered from security deposit etc.	365000.00		Per Gal	Rs.

i/We hereby quoted as follow

Items Based on Offer rate amounting to Rs. _____ /-	Rs. _____ /-
<b>GRAND TOTAL</b>	Rs. _____ /-



The total amount is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ for the complete job for all offer rate.

I / We have attached a pay order bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ issued  
from Bank \_\_\_\_\_ amounting to  
Rs. \_\_\_\_\_ as per NIT.

**Time Limit: 30 Days**

**Penalty per days: Rs.500/-**

**Note:**

- Tender must be quoted in figure & in words both otherwise liable to be cancelled
- All over writing & correction if any must be initiated & stamped by the bidder

**Signature of the Contractor with Stamp**

Address: \_\_\_\_\_

\_\_\_\_\_

### **MINIMUM QUALIFICATION / ELIGIBILITY CRITERIA**

The evidence / documents of the following minimum qualification eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

#### **ELIGIBILITY:**

1. NTN Certificate
2. Valid Professional TAX
3. Registration From Sindh Board of Revenue

#### **MINIMUM QUALIFICATION CRITERIA:**

4. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
5. All rates quoted including the total amount of the bid shall be in figures & words (both).
6. All corrections / overwriting shall be clearly re-written with initials duly stamped by the bidder.
7. The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.
8. The minimum turn over / work experience with satisfactory completion report in last 2 years or at least two or more works in hand and their aggregate cost should be equal to the work cost in which bidder interested to participate.

**Signature of the Bidder with Stamp**



# **LYARI DEVELOPMENT AUTHORITY**

**LANDSCAPE HORTICULTURE & PARKS DEPARTMENT**

**BIDDING DOCUMENTS**

**NAME OF WORK**

**GREENING, PLANTATION/GAP FILLING IN PARK ST-3, 4 & 6, AT SECTOR NO. 12/A, AT  
HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

**TENDER DOCUMENTS**

**BILL OF QUANTITIES**

**AS PER PEC & SPPRA (GUIDELINE/DIRECTIVE) RULES 2010**

**MAY, 2015**

## **Instructions to Bidders/ Procuring Agencies.**

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

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

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

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

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 contract be entitles to claim enhanced rates for any item in this contract.
4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out; he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitations, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determine 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 vase 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 amount in figures and in words, the amount in words will govern.

**BIDDING DATA**

A	Name of Procuring Agency	LYARI DEVELOPMENT AUTHORITY
B	Brief Description of Works	GREENING, PLANTATION/GAP FILLING IN PARK ST-3, 4 & 6, AT SECTOR NO. 12/A, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI
C	Procuring Agency's address	Room Bo. CL-403, 4th Floor (Left Wing), Civic Centre, University Road, Gulshan-e-Iqbal, Karachi
D	Amount of Bid Security	2% of the Quoted Bid Amount
E	Period of Bid Validity (days)	30 Days
F	Security Deposit (Including Bid Security)	02% of Bid Amount
G	Percentage, if any, to be deducted from bills	08% Retention Money
H	Deadline for Submission of Bids along	25.05.2015 (1:00 P.M)
I	Venue, Time, and Date of Bid Opening	Site office of the Horticulturist, LDA, Beach Avenue, Hawksbay, Scheme-42, LDA Karachi at 02:00 p.m on 25.05.2015
J	Time for Completion from written order of commence	30 Days
K	Deposit Receipt No. (Date & Amount in words and figure)	

### **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 instruction of the Horticulturist/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 exceed one month, to achieve progress on the prorate basis.

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

#### **Clause – 3: Termination of the Contract.**

- (A) Procuring Agency/Horticulturist/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) Contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Horticulturist/Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B) The Horticulturist/Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) To forfeit the security deposit available except condition 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 Horticulturist/Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.

- (ii) However, the contractor can claim for the work done at site duly certified by the Horticulturist/Executive Engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

**Clause – 6: Specifications.** The contractor shall 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 Horticulturist/Executive Engineer and initiated by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Horticulturist/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 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 Horticulturist/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 10 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 Horticulturist/Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as so completed, the Horticulturist/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 plants, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Horticulturist/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 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 Horticulturist/Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Project Director.
- (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 work 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 Horticulturist/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 Defect Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

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

**Clause – 11:**

- (A) **Inspection of Operations.** The Horticulturist/Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Horticulturist/Engineer shall give the contractor reasonable notice of the intention of the Horticulturist/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 Horticulturist/Engineer whenever any such part of the works or foundation is or are ready or about to be ready for examination and the Horticulturist/Engineer shall, without delay, unless he considers it unnecessary and advise the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property of facilities or related service at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Horticulturist/Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the horticulturist/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 Horticulturist/Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damages done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

**Clause – 15: Sub-contracting.** The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Horticulturist/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 sub-contractor, his agents, servants or workmen as if these 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 disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one 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 instruction, hereinbefore mentioned and as to the quality of workmanship, or materials 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, order 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.** One completion of the work, the contractor shall be furnished with a certificate by the Horticulturist/Executive Engineer (hereinafter called the Horticulturist/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 Horticulturist/Engineer-in-charge, may at the expenses 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 less 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 work (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Horticulturist/Engineer has certified that all defects notified to the contractor before the end of his 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).

**Contractor**

**Horticulturist**

**GREENING, PLANTATION/GAP FILLING IN PARK ST-3, 4 & 6, AT SECTOR NO. 12/A, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

**BILL OF QUANTITY**

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	Excavation in foundation of buildings, bridges and other structures including dagbelling, dressing, refilling around structures with excavated earth watering and ramming as directed by Horticulturist Incharge lead upto 5 feet. (In Ordinary Soil).	18,360		Cft	Rs.
2	Supply, Stacking and Spreading of approved garden soil (Sweet Earth) free from salts, pebbles and grass roots etc., complete including lift and lead	15,300		Cft	Rs.
3	Supply, Stacking and Spreading cow dung manure / Slaughter House cow dung manure including mixing the same upto a depth up 2ft into earth including breaking clods, dressing fine, raking and rolling complete.	1,530.00		Cft	Rs.
4	Supply & Planting live, healthy & luxuriantly growing saplings of trees and plant. complete				
a)	MELIA AZADRACHTA TREES (5 ft High)	340.00		Each	Rs.
b)	GUAKUM OFFICINALE TREES (3ft High)	340.00		Each	Rs.
5	Supply & Fixing firm, tree support bamboo sticks 6' to 7' long 1" to 1.5" dia thick along side sapling of trees & tying lonely at 2-3 points with the help of colton/jante shring and as directed by Horticulturist Incharge.	680.00		Each	Rs.
6	Providing & Fixing industrial made concrete pre cast kerb blocks 3750 PSI, 450 mm x 300 mm x 130 mm 28 by 45 CM at top laid in 2 CM thick 1:4 cement mortar and join the kerb block with level and alignment shall be proper, as directed by Engineer Incharge.	60.00		P.Rft	Rs.

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
7	Maintenance service i/c (but not limited to regular watering, trimming, manuring, grass cutting, cleaning of the landscape and total area, taking out weeds and other undesirable developments, replacements of grass and trees of all sizes and ages that have died / drying away where ever required., Security etc, complete in a way that the landscaping done is maintained & kept in excellent condition to be complete satisfaction of Horticulturist Incharge in all respects for a period of 06 months. This item includes provision of requisite manpower (gardeners / watchman and supervisor etc) adequate No. of machine, tools & implements ( grass cutting machines tree pruning scissors, saws & clippers watering equipment, etc complete) adequate place / office / store for these items.	1.00		Job	
8	Supplying and application of irrigation water of approved quality to different plants and lawns as directed by Horticulturist, LDA regularly in quantity described by the Horticulturist incharge from time to time for 1 (One) year complete ( about 1-2 gallons per tree per day & 8000 gallon per acre per day for lawns & Hedges) ensuring that no plant / Tree / lawn starves for want of watering. In case it so happens the damages if any will be charged / deducted from the bills of the contractor / recovered from security deposit etc.	496400.00		Per Gal	Rs.

i/We hereby quoted as follow

Items Based on Offer rate amounting to Rs. _____ /-	Rs. _____ /-
<b>GRAND TOTAL</b>	Rs. _____ /-

The total amount is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ for the complete job for all offer rate.

I / We have attached a pay order bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ issued  
from Bank \_\_\_\_\_ amounting to  
Rs. \_\_\_\_\_ as per NIT.

**Time Limit: 30 Days**

**Penalty per days: Rs.500/-**

**Note:**

- Tender must be quoted in figure & in words both otherwise liable to be cancelled
- All over writing & correction if any must be initiated & stamped by the bidder

**Signature of the Contractor with Stamp**

Address: \_\_\_\_\_

\_\_\_\_\_

### **MINIMUM QUALIFICATION / ELIGIBILITY CRITERIA**

The evidence / documents of the following minimum qualification eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

#### **ELIGIBILITY:**

1. NTN Certificate
2. Valid Professional TAX
3. Registration From Sindh Board of Revenue

#### **MINIMUM QUALIFICATION CRITERIA:**

4. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
5. All rates quoted including the total amount of the bid shall be in figures & words (both).
6. All corrections / overwriting shall be clearly re-written with initials duly stamped by the bidder.
7. The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.
8. The minimum turn over / work experience with satisfactory completion report in last 2 years or at least two or more works in hand and their aggregate cost should be equal to the work cost in which bidder interested to participate.

**Signature of the Bidder with Stamp**





# **LYARI DEVELOPMENT AUTHORITY**

**LANDSCAPE HORTICULTURE & PARKS DEPARTMENT**

## **BIDDING DOCUMENTS**

### **NAME OF WORK**

**GREENING, PLANTATION/GAP FILLING IN PARK ST-1, 2 & 3, AT SECTOR NO. 17/D, 18 & 32/A, AT  
HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

### **TENDER DOCUMENTS**

### **BILL OF QUANTITIES**

**AS PER PEC & SPPRA (GUIDELINE/DIRECTIVE) RULES 2010**

**MAY, 2015**

## Instructions to Bidders/ Procuring Agencies.

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

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

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

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

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 contract be entitles to claim enhanced rates for any item in this contract.
4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out; he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of nvtations, will be liable to rejection. No printed form of tender shall include a tender for more han one work, but if contractor wish to tender for two or more works, they shall submit a separate ender for each.

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determine 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 vase 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 amount in figures and in words, the amount in words will govern.

**BIDDING DATA**

A	Name of Procuring Agency	LYARI DEVELOPMENT AUTHORITY
B	Brief Description of Works	GREENING, PLANTATION/GAP FILLING IN PARK ST-1, 2 & 3, AT SECTOR NO. 17/D, 18 & 32/A, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI
C	Procuring Agency's address	Room Bo. CL-403, 4th Floor (Left Wing), Civic Centre, University Road, Gulshan-e-Iqbal, Karachi
D	Amount of Bid Security	2% of the Quoted Bid Amount
E	Period of Bid Validity (days)	30 Days
F	Security Deposit (Including Bid Security)	02% of Bid Amount
G	Percentage, if any, to be deducted from bills	08% Retention Money
H	Deadline for Submission of Bids along	25.05.2015 (1:00 P.M)
I	Venue, Time, and Date of Bid Opening	Site office of the Horticulturist, LDA, Beach Avenue, Hawksbay, Scheme-42, LDA Karachi at 02:00 p.m on 25.05.2015
J	Time for Completion from written order of commence	30 Days
K	Deposit Receipt No. (Date & Amount in words and figure)	

### **Conditions of Contract**

**Cause – 1: Commencement & Completion Dates of Work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instruction of the Horticulturist/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 exceed one month, to achieve progress on the prorate basis.

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

**Clause – 3: Termination of the Contract.**

- (A) Procuring Agency/Horticulturist/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) Contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Horticulturist/Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B) The Horticulturist/Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) To forfeit the security deposit available except condition 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 Horticulturist/Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.

- (ii) However, the contractor can claim for the work done at site duly certified by the Horticulturist/Executive Engineer in writing regarding the performance of such work and has not been paid.

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

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

**Clause – 5: Extension of Intended Completion Date.** The Procuring agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Horticulturist/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 pr by the aggregate of all such orders, made under this agreement.

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

**Clause – 6: Specifications.** The contractor shall 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 Horticulturist/Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Horticulturist/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 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 Horticulturist/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 10 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 Horticulturist/Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Horticulturist/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 Horticulturist/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 Horticulturist/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 Horticulturist/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 plants, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Horticulturist/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 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 Horticulturist/Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Project Director.
- (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 work 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 Horticulturist/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 Defect Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

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

**Clause – 11:**

- (A) Inspection of Operations.** The Horticulturist/Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing.** The Horticulturist/Engineer shall give the contractor reasonable notice of the intention of the Horticulturist/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 Horticulturist/Engineer whenever any such part of the works or foundation is or are ready or about to be ready for examination and the Horticulturist/Engineer shall, without delay, unless he considers it unnecessary and advise the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property of facilities or related service at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Horticulturist/Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the horticulturist/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 Horticulturist/Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damages done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.



**Clause – 15: Sub-contracting.** The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Horticulturist/Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The 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 disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one 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 instruction, hereinbefore mentioned and as to the quality of workmanship, or materials 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, order 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 Horticulturist/Executive Engineer (hereinafter called the Horticulturist/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 Horticulturist/Engineer-in-charge, may at the expenses 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 less 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 work (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Horticulturist/Engineer has certified that all defects notified to the contractor before the end of his 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).

**Contractor**

**Horticulturist**

**GREENING, PLANTATION/GAP FILLING IN PARK ST-1, 2 & 3, AT SECTOR NO. 17/D, 18 & 32/A, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

**BILL OF QUANTITY**

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	Excavation in foundation of buildings, bridges and other structures including dagbelling, dressing refilling around structures with excavated earth watering and ramming as directed by Horticulturist Incharge lead upto 5 feet. (In Ordinary Soil).	18,630		Cft	Rs.
2	Supply, Stacking and Spreading of approved garden soil (Sweet Earth) free from salts, pebbles and grass roots etc., complete including lift and lead.	15,525		Cft	Rs.
3	Supply, Stacking and Spreading cow dung manure / Slaughter House cow dung manure including mixing the same upto a depth up 2ft into earth including breaking clods, dressing fine, raking and rolling complete.	1,552.50		Cft	Rs.
4	Supply & Planting live, healthy & luxuriantly growing saplings of trees and plant. complete				
a)	MELIA AZADRACHTA TREES (5 ft High)	345.00		Each	Rs.
b)	GUAKUM OFFICINALE TREES (3ft High)	345.00		Each	Rs.
5	Supply & Fixing firm, tree support bamboo sticks 6' to 7' long 1" to 1.5" dia thick along side sapling of trees & tying lonely at 2-3 points with the help of colton/jante shring and as directed by Horticulturist Incharge.	690.00		Each	Rs.
6	Providing & Fixing industrial made concrete pre cast kerb blocks 3750 PSI, 450 mm x 300 mm x 130 mm 28 by 45 CM at top laid in 2 CM thick 1:4 cement mortar and join the kerb block with level and alignment shall be proper, as directed by Engineer Incharge.	60.00		P.Rft	Rs.

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
7	Maintenance service i/c (but not limited to regular watering, trimming, manuring, grass cutting, cleaning of the landscape and total area, taking out weeds and other undesirable developments, replacements of grass and trees of all sizes and ages that have died / drying away where ever required., Security etc, complete in a way that the landscaping done is maintained & kept in excellent condition to be complete satisfaction of Horticulturist Incharge in all respects for a period of 06 months. This item includes provision of requisite manpower (gardeners / watchman and supervisor etc) adequate No. of machine, tools & implements ( grass cutting machines, tree pruning scissors, saws & clippers watering equipment, etc complete) adequate place / office / store for these items.	1.00		Job	
8	Supplying and application of irrigation water of approved quality to different plants and lawns as directed by Horticulturist, LDA regularly in quantity described by the Horticulturist incharge from time to time for 1 (One) year complete ( about 1-2 gallons per tree per day & 8000 gallon per acre per day for lawns & Hedges) ensuring that no plant / Tree / lawn starves for want of watering. In case it so happens the damages if any will be charged / deducted from the bills of the contractor / recovered from security deposit etc.	503700.00		Per Gal	Rs.

i/We hereby quoted as follow

Items: Based on Offer rate amounting to Rs. _____ /-	Rs. _____ /-
<b>GRAND TOTAL</b>	Rs. _____ /-

The total amount is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ for the complete job for all offer rate.

I / We have attached a pay order bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ issued  
from Bank \_\_\_\_\_ amounting to  
Rs. \_\_\_\_\_ as per NIT.

**Time Limit: 30 Days**

**Penalty per days: Rs.500/-**

**Note:**

- Tender must be quoted in figure & in words both otherwise liable to be cancelled
- All over writing & correction if any must be initiated & stamped by the bidder

**Signature of the Contractor with Stamp**

Address: \_\_\_\_\_

\_\_\_\_\_

## **MINIMUM QUALIFICATION / ELIGIBILITY CRITERIA**

The evidence / documents of the following minimum qualification eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

### **ELIGIBILITY:**

1. NTN Certificate
2. Valid Professional TAX
3. Registration From Sindh Board of Revenue

### **MINIMUM QUALIFICATION CRITERIA:**

4. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
5. All rates quoted including the total amount of the bid shall be in figures & words (both).
6. All corrections / overwriting shall be clearly re-written with initials duly stamped by the bidder.
7. The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.
8. The minimum turn over / work experience with satisfactory completion report in last 2 years or at least two or more works in hand and their aggregate cost should be equal to the work cost in which bidder interested to participate.

**Signature of the Bidder with Stamp**



# **LYARI DEVELOPMENT AUTHORITY**

**LANDSCAPE HORTICULTURE & PARKS DEPARTMENT**

## **BIDDING DOCUMENTS**

### **NAME OF WORK**

**GREENING, PLANTATION/GAP FILLING IN PARK AROUND AT SECTOR NO. 3/A, AT HAWKS BAY  
SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

### **TENDER DOCUMENTS**

### **BILL OF QUANTITIES**

**AS PER PEC & SPPRA (GUIDELINE/DIRECTIVE) RULES 2010**

**MAY, 2015**

## Instructions to Bidders/ Procuring Agencies.

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

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

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

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

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 contract be entitles to claim enhanced rates for any item in this contract.
4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitations, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.



8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determine 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 vase 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 amount in figures and in words, the amount in words will govern.

**BIDDING DATA**

A	Name of Procuring Agency	LYARI DEVELOPMENT AUTHORITY
B	Brief Description of Works	GREENING, PLANTATION/GAP FILLING IN PARK AROUND AT SECTOR NO. 3/A, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI
C	Procuring Agency's address	Room Bo. CL-403, 4th Floor (Left Wing), Civic Centre, University Road, Gulshan-e-Iqbal, Karachi
D	Amount of Bid Security	2% of the Quoted Bid Amount
E	Period of Bid Validity (days)	30 Days
F	Security Deposit (Including Bid Security)	02% of Bid Amount
G	Percentage, if any, to be deducted from bills	08% Retention Money
H	Deadline for Submission of Bids along	25.05.2015 (1:00 P.M)
I	Venue, Time, and Date of Bid Opening	Site office of the Horticulturist, LDA, Beach Avenue, Hawksbay, Scheme-42, LDA Karachi at 02:00 p.m on 25.05.2015
J	Time for Completion from written order of commence	30 Days
K	Deposit Receipt No. (Date & Amount in words and figure)	

### **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 instruction of the Horticulturist/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 exceed one month, to achieve progress on the prorate basis.

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

#### **Clause – 3: Termination of the Contract.**

- (A) Procuring Agency/Horticulturist/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) Contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Horticulturist/Engineer is not paid to the contractor within 60 days of the date of the submission of the bill.
- (B) The Horticulturist/Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) To forfeit the security deposit available except condition 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 Horticulturist/Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.

- (ii) However, the contractor can claim for the work done at site duly certified by the Horticulturist/Executive Engineer in writing regarding the performance of such work and has not been paid.

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

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

**Clause – 5: Extension of Intended Completion Date.** The Procuring agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Horticulturist/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 pr by the aggregate of all such orders, made under this agreement.

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

**Clause – 6: Specifications.** The contractor shall 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 Horticulturist/Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Horticulturist/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 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 Horticulturist/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 10 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 Horticulturist/Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Horticulturist/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 Horticulturist/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 Horticulturist/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 Horticulturist/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 plants, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Horticulturist/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 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 Horticulturist/Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Project Director.
- (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 work 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 Horticulturist/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 Defect Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

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

**Clause – 11:**

- (A) Inspection of Operations.** The Horticulturist/Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of work under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing.** The Horticulturist/Engineer shall give the contractor reasonable notice of the intention of the Horticulturist/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 Horticulturist/Engineer whenever any such part of the works or foundation is or are ready or about to be ready for examination and the Horticulturist/Engineer shall, without delay, unless he considers it unnecessary and advise the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations.
- (B)** If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property of facilities or related service at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Horticulturist/Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the horticulturist/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 Horticulturist/Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damages done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

**Clause – 15: Sub-contracting.** The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Horticulturist/Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents, servants or workmen. The 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 disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one 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 instruction, hereinbefore mentioned and as to the quality of workmanship, or materials 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, order 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 Horticulturist/Executive Engineer (hereinafter called the Horticulturist/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 Horticulturist/Engineer-in-charge, may at the expenses 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 less 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 work (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Horticulturist/Engineer has certified that all defects notified to the contractor before the end of his 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).

**Contractor**

**Horticulturist**



**GREENING, PLANTATION/GAP FILLING IN PARK AROUND AT SECTOR NO. 3/A, AT HAWKS BAY SCHEME-42, LYARI DEVELOPMENT AUTHORITY, KARACHI**

**BILL OF QUANTITY**

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
1	Excavation in foundation of buildings, bridges and other structures including dagbelling, dressing refilling around structures with excavated earth watering and ramming as directed by Horticulturist Incharge lead upto 5 feet. (In Ordinary Soil).	18,900		Cft	Rs.
2	Supply, Stacking and Spreading of approved garden soil (Sweet Earth) free from salts, pebbles and grass roots etc., complete including lift and lead.	15,750		Cft	Rs.
3	Supply, Stacking and Spreading cow dung manure / Slaughter House cow dung manure including mixing the same upto a depth up 2ft into earth including breaking clods, dressing fine, raking and rolling complete.	1,575.00		Cft	Rs.
4	Supply & Planting live, healthy & luxuriantly growing saplings of trees and plant. complete				
a)	MELIA AZADRACHTA TREES (5 ft High)	350.00		Each	Rs.
b)	GUAJACUM OFFICINALE TREES (3ft High)	350.00		Each	Rs.
5	Supply & Fixing firm, tree support bamboo sticks 6' to 7' long 1" to 1.5" dia thick along side sapling of trees & tying loosely at 2-3 points with the help of cotton/jante string and as directed by Horticulturist Incharge.	700.00		Each	Rs.
6	Providing & Fixing industrial made concrete pre cast kerb blocks 3750 PSI, 450 mm x 300 mm x 130 mm 28 by 45 CM at top laid in 2 CM thick 1:4 cement mortar and join the kerb block with level and alignment shall be proper, as directed by Engineer Incharge.	60.00		P.Rft	Rs.

S.NO	ITEM	QTY	RATE	UNIT	AMOUNT
7	Maintenance service i/c (but not limited to regular watering, trimming, manuring, grass cutting, cleaning of the landscape and total area. taking out weeds and other undesirable developments, replacements of grass and trees of all sizes and ages that have died / drying away where ever required., Security etc, complete in a way that the landscaping done is maintained & kept in excellent condition to be complete satisfaction of Horticulturist Incharge in all respects for a period of 06 months. This item includes provision of requisite manpower (gardeners / watchman and supervisor etc) adequate No. of machine, tools & implements ( grass cutting machines, tree pruning scissors, saws & clippers watering equipment, etc complete) adequate place / office / store for these items.	1.00		Job	
8	Supplying and application of irrigation water of approved quality to different plants and lawns as directed by Horticulturist, LDA regularly in quantity described by the Horticulturist incharge from time to time for 1 (One) year complete ( about 1-2 gallons per tree per day & 8000 gallon per acre per day for lawns & Hedges) ensuring that no plant / Tree / lawn starves for want of watering. In case it so happens the damages if any will be charged / deducted from the bills of the contractor / recovered from security deposit etc.	511000.00		Per Galon	Rs.

I/We hereby quoted as follow

Items Based on Offer rate amounting to Rs. _____/-	Rs. _____/-
<b>GRAND TOTAL</b>	Rs. _____/-

The total amount is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
\_\_\_\_\_ for the complete job for all offer rate.

I / We have attached a pay order bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ issued  
from Bank \_\_\_\_\_ amounting to  
Rs. \_\_\_\_\_ as per NIT.

**Time Limit: 30 Days**

**Penalty per days: Rs.500/-**

Note:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled
- All over writing & correction if any must be initiated & stamped by the bidder

**Signature of the Contractor with Stamp**

Address: \_\_\_\_\_  
\_\_\_\_\_

## **MINIMUM QUALIFICATION / ELIGIBILITY CRITERIA**

The evidence / documents of the following minimum qualification eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

### **ELIGIBILITY:**

1. NTN Certificate
2. Valid Professional TAX
3. Registration From Sindh Board of Revenue

### **MINIMUM QUALIFICATION CRITERIA:**

4. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
5. All rates quoted including the total amount of the bid shall be in figures & words (both).
6. All corrections / overwriting shall be clearly re-written with initials duly stamped by the bidder.
7. The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm.
8. The minimum turn over / work experience with satisfactory completion report in last 2 years or at least two or more works in hand and their aggregate cost should be equal to the work cost in which bidder interested to participate.

**Signature of the Bidder with Stamp**