

# STANDARD BIDDING DOCUMENT

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

( Press Tender )

Name of work: - NECESSARY WORK OF REPAIR AND RECONDITIONING OF INLET & OUTLET GATE VALVE OF BED NO. B, C & T AT N.E.K. 100 MGD (F/P) K-II, KW&SB

-: Name of Office :-

**NORTH EAST KARACHI**  
**(Pumping & Filter) K-II Division**

NEK 100 MGD Pump Houses & Filter Plant, Saadi Town, Scheme-33,

Distt: Malir

Resident Engineer, Contact # 0333-3049232

## 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 contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time


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

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

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

# BIDDING DATA

- (a). Name of Procuring Agency: North East Karachi (Pumping & Filter) K-II Division, KW&SB
- (b). Brief Description of Work: NECESSARY WORK OF REPAIR AND RECONDITIONING OF INLET & OUTLET GATE VALVE OF BED NO. B, C & T AT N.E.K. 100 MGD (F/P) K-II, KW&SB.
- (c). Procuring Agency Address: NEK 100MGD Pump Houses, Saadi Town, Scheme-33, Distt: Malir
- (d). Estimate Cost : (On Item rate basis).
- (e). Amount of Bid Security : 02% of Bid amount.
- (f). Period of Bid validity : 90 Days.
- (g). Security Deposit (including Bid Security) : 10%
- (h). Venue, Time and Date of Bid Opening : The Tender in sealed cover superscribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5 at Block "E", 9<sup>th</sup> Mile, Karsaz, Karachi on \_\_\_\_/\_\_\_\_/2015\_at 02.30 PM by Tender Opening Committee-I, KW&SB.
- (i). Deadline for submission of Bid along with time. : \_\_\_\_/\_\_\_\_/2015 at 2:00 PM.
- (j). Time for completion from From written order commence: 10 Days
- (k). Liquidity damage : 0.5% of Bid Cost per day of delay
- (l). Bid issued to Firm : M/s. \_\_\_\_\_
- (m). Deposit Receipt No.& Date: \_\_\_\_\_
- Amount: : Rs.1,500/=

  
Khair Muhammad Soomro  
Resident Engineer  
N.E.K. (P&F) K-II-III,  
KW&SB

Authority issuing bidding Document

### Conditions of Contract

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

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

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

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

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

**Clause 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the 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 Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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



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

(A) Mobilization advance is not allowed.

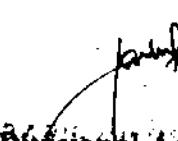
(B) Secured Advance against materials brought at site.


(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

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

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

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

  
Divisional Accountant  
Div. Accounts Office  
North East Karachi  
(P&F) - II. KW&SB

  
Khair Muhammad Soomro  
Executive Engineer  
Procuring Agency  
N.E.K. (P&F) - II. KW&SB

Contractor

## **ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER**

Bid shall be evaluated on the basis of following information are available with the bid :-

- 1. Bid shall be in sealed Cover.**
- 2. Bid shall be properly signed by the Contractor with Stamp.**
- 3. Name of firm, Postal address, Telephone number, Fax number, e-mail address must be written.**
- 4. Rate must be quoted in figures and words.**
- 5. NTN and Sales Tax (Where applicable).**
- 6. Contractor should be registered with Sindh Revenue Board in terms of Rule-46(1)(iii) of SPP Rules, 2010 (amended 2014).**
- 7. Relevant Experience of work (03) Three years.**
- 8. Turnover at least (03) Three years.**
- 9. Bid Security of required amount.**
- 10. Conditional bid will not be considered.**
- 11. Bid will be evaluated according to SPPR 2010 (Amended 2013).**
- 12. Debarred Contractors bid cannot be accepted.**

**NAME OF WORK:- NECESSARY WORK OF REPAIR AND RECONDITIONING OF INLET & OUTLET GATE VALVE OF BED NO. B, C & T AT N.E.K. 100 MGD (F/P) K-II, KW&SB**

**(B) Description and rate of Items based (On Item rate basis)**

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
1.	06Jobs	Complete dismantling & fixing of Inlet & Outlet Gate Shutter type valves of twins rapid gravity beds having capacity of 5MGD Water, size of Inlet valve, 525 x 520 x 35mm and size of Out let valves 1050 x 675 x 40mm			Job	
2.	03Jobs	Repair & Reconditioning of Inlet Gate Shutter type Valve having size 525 x 520 x 35mm including all Engineering works i.e. cutting, welding, finishing etc. as per directives of Engineer incharge.			Job	
3.	03Jobs	Repair & Reconditioning of Outlet Gate shutter type Valve having size 1060 x 675 x 40mm including all Engineering works i.e. cutting, welding, finishing etc. as per directives of E/incharge.			Job	
4.	03Jobs	Repair & Reconditioning of Inlet Gate shutter type Valve having size 525 x 520 x 35mm by method sand blasting method including anti crossing Sea paint both side of Shutter (02 Coats) as per directives of E/incharge.			Job	
5.	03Jobs	Repair & Reconditioning of Outlet Gate Shutter type Valve having size 1060 x 675 x 40mm by method sand blasting method including anti crossing Sea paint both side of shutter (02 Coats) as per directives of E/incharge.			Job	

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
6.	06Jobs	Assembling of Inlet Valve and Outlet Gate Shutter type Valves i/c Providing & fixing adjusting block 75 x 125, adjusting bush made of bronze, complete in all respect and as per direction of Engineer in charge			Job	
<b>Total: Rs:</b>						

  
**Khair Muhammad Soomro**  
 Resident Engineer  
 N.E.K. (P&F) K.I.I.I.  
 KW&SB

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

\_\_\_\_\_

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

Signature of Contractor  
With name of firm & Seal

Address \_\_\_\_\_

Contact # \_\_\_\_\_