



**GOVERNMENT OF SINDH
CIVIL HOSPITAL KARACHI**

**STANDARD BIDDING DOCUMENTS
FOR**

**“FIBER ROOF SHADE AT OUTPATIENTS
DEPARTMENT”**

ROUGH COST ESTIMATE

Rs. 0.997

OPENED ON 6th June, 2015

AT 12:00 PM

BIDDING DATA

Procuring Agency	:	Medical Superintendent Civil Hospital Karachi
Address	:	Baba-e-Urdu Road, Karachi
Name of Work	:	Fiber Roof Shade at Outpatients Department, Civil Hospital Karachi
Bid Validity	:	90 Days
Amount of Bid Security	:	2% of Bid Quoted Price
Date of Submission	:	As per Tender Enquiry
Performance Security	:	2% of the Contract Value
Language of Bid	:	English
Bidding Procedure	:	Single Stage One Envelope Procedure
Advance Payment	:	No Advance Payment
Period of Completion	:	7 – 10 Days
Liquidity Damages	:	0.05% of the bid price per day after the period of Completion upto 10% maximum

INSTRUCTIONS TO BIDDERS

1. The contract resulting from this invitation to tender shall be governed by the SPP Rule 2010 (Amended 2013).
2. In the event of Tender being submitted by the firm, it must be signed by the contractor / Manufacturer / Dealer / Supplier thereof, in the event of the absence of any partner it must be signed on his behalf by a person holding a power attorney authorized to do so.
3. The amount of Bid Security (SD) shall be Rs. 2% of the maximum quoted value of all items, Bid Security (SD) should be paid by the contractors through Pay Order / Demand Draft of the scheduled banks in favor of **Medical Superintendent, Civil Hospital, Karachi (No other payment will be accepted)**.
4. The procuring Agency reserves the right to call any or all the bidder[s] to give presentation / Demonstration for their items / works.
5. The proposal of bid shall be opened publically at the time, date and venue announced and communicated to the bidders in advance.
6. The income tax and all Government taxes shall be deducted at source on total value of bid.
7. The Bidder has to provide the SST Registration Certificate.
8. The Procuring Agency shall have right of rejecting all or any of the Tenders as per provisions of SPP Rules 2010.

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 Site Engineer / DMS (Incharge M&R) 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 Procuring 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 Procuring Agency shall not exceed 10% of the contract price. Procuring 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 / Site Engineer / Incharge (M&R) 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 28 days of the date of the submission of the bill;

(B) The Site Engineer / Incharge (M&R) 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 clauses being adopted by the Site Engineer / Incharge (M&R) 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 this work done at site duly certified by the Site Engineer in writing regarding the performance of such work and has not been paid. Procuring Agency / Site Engineer may invite fresh bids for remaining work.

Clause – 4: Possession of the site and claims for compensation for delay.

The Site Engineer / Incharge (M&R) 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 / Site Engineer / Incharge (M&R) 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 Site Engineer / Incharge (M&R) 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 Site Engineer / Incharge (M&R) 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 Site Engineer / Incharge (M&R) 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 contract or 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.** Deleted

(B) **The Final Bill.** A bill shall be submitted by the contractor within ten days of the date fixed for the completion of the work otherwise Site Engineer'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 Site Engineer / Incharge (M&R) 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) Procuring Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(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 Site Engineer / Incharge (M&R) is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Site Engineer / Incharge (M&R) can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of the consultant Engineer of M/s NESPAK (Pvt.) Ltd.

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separate 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 Site Engineer / Incharge (M&R) 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 connect the notified defect within the Defects Correction Period mentioned in notice.

Uncorrected Defects:

- (i) In the case of any such failure, the Site Engineer / Incharge (M&R) 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 removed and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

Clause – 11: Inspection

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

Clause - 12: Examination of work before covering up

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

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

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 Site Engineer / Incharge (M&R). 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 intentionally on or off the site by the contractor's labor shall be paid by him.

Clause – 15: Disputes: All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Medical Superintendent, Civil Hospital Karachi 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: Financial Assistance / Advance Payment.

(A) **Mobilization Advance:** Deleted

Clause – 18: 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 Site Engineer / Incharge (M&R) 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 shall be refunded to him after the expiry of three months from the date on which the work is completed.

Contractor

**SITE ENGINEER
M/s NESPAK (Pvt.) Ltd.
at Civil Hospital, Karachi**

TENDER FEE Rs. 500/-
NON – REFUNDABLE

BILL OF QUANTITIES (BOQ)
CIVIL HOSPITAL KARACHI
FIBER ROOF SHADE AT OUTPATIENTS DEPARTMENT

S. #	C.S.R. 2012 ITEM NO.	DESCRIPTION	Unit	QTY	RATE (Rs.)	AMOUNT
1	Non Schedule Item	CIVIL WORKS Providing and fixing fiber glass sheet height 18 feet (curve shape) including 4 inch dia MS Pipe, frame pipe square 1 inch x 2 inch	Per Sft	1375		
Total Amount in Rs.						

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 2015, between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications and Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)