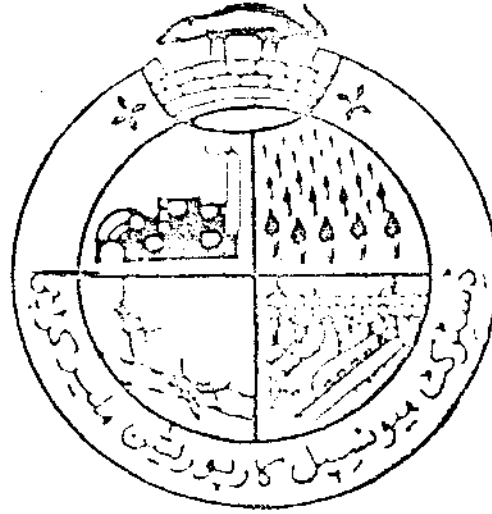


BIDDING DOCUMENT



DISTRICT MUNICIPAL CORPORATION MALIR ZONE, KARACHI

Main Kalaboard Bus Stop, Behind Saudabad Police Station, Malir Town, Karachi
Ph:021-99248035

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
[NIT Work Sr. No.2(a,b,c,d&e)]

- (a). Name of Procuring Agency: MALIR ZONE, DISTRICT MUNICIPAL CORPORATION, KARACHI.
- (b). Brief Description of Works:
- i). R/M & OTHER MAINTENANCE WORKS OF VEHICLE NO. CII 3600530 ISUZU FTR (DUMPER).
 - ii). VEHICLE NO.GL-095 MESSY 375 (TRACTOR TROLLEY).
 - iii). VEHICLE NO.GS-8972 HINE KR (OPEN TRUCK)
 - iv). VEHICLE NO.GS-8920 HINE KR (OPEN TRUCK)
 - v). R/M & OTHER MAINTENANCE OF VEHICLE NO. CII-159487 VOLVO FL-6 (DUMPER)
- (c). Procuring Agency's address:-MAIN KALABOARD BUS STOP, BEHIND SAUDABAD POLICE STATION, MALIR TOWN, KARACHI
- (d). Estimated Cost:- OPEN RATE
- (e). Amount of Bid Security:- 2% OF OPEN RATE
- (f). Period of Bid Validity (days):- 45 Days
- (g). Security Deposit:- (i). (bid security):- 02% of Contract/Sanction Amount
(ii)8% Retention money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills: 7.5% Income Tax
- (i). Deadline for Submission of Bids along with time: 22nd June, 2015 (1400 hours)
- (j). Venue, Time, and Date of Bid Opening: 22nd June, 2015 (1430 hours) at the Office of the Superintending Engineer, DMC Malir, Main Kalaboard Bust Stop, Behind Saudabad Police Station, Malir Town, Karachi.
- (k). Time for Completion from written order of commence: Two months
- (L). Liquidity damages:- Rs.1000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: _____ Date: _____
Amount:(in words & figures) Rs.1000/= (Rupees one thousand only)


EXECUTIVE ENGINEER (M&E)

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his 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. The time shall be strictly observed by the contractor and shall be 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 instances, 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

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 Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.



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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If 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 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 retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the 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, hereirbefore 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

M. J. Khan

Contractor

Executive Engineer/Procuring Agency



Estimate cost: OPEN RATE
 Tender cost : 1000
 2% Earnest Money Quoted Amount.

**Name of work: - Repair/Maintenance & other maintenance work for different vehicle
 No= CH- 3600533+ GL- 095+ GS- 8972+ GS- 8920+ CH- 159487 of
 Solid Waste Depptt DMC Malir (Malir Zone).**

S.No	Description of work	QTY	Rate Quoted by Contractor
A- Repair/ Maintenance & other maintenance work of Vehicle No- CH- 3600533 Isuzu FTR (Dumper).			
01)	Dismantling and opening/ fitting the engine, radiator assy, gear box, diesel pump etc and re-fitting the engine required parts after the mechanic work i/c re-fitting the gear box etc and start. setting the engine complete as req.	01 Job	_____
02)	Mechanic work the req parts i/c facing, polishing the head, valve, valve guide, valve seat, sleeves re-moving and new fitting w/ compressor polishing the same, main line checking & throwing, came shaft setting, main & bigen peace fitting and polishing, crank shaft setting, oil pump repairing & setting, complete as and when req.	01 Job	_____
03)	P/F Genuine Piston complete as and when req.	01 Job	_____
04)	P/F Piston sleeves complete as and when req.	01 Job	_____
05)	P/F Genuine ring as and when req.	01 Job	_____
06)	P/F Genuine Main & Begun peace as and when req.	01 Job	_____
07)	P/F Geruine Valve as and when req.	01 Job	_____
08)	P/F Valve Guide as and when req.	01 Job	_____
09)	P/F Thrust Caller Washer as and when req.	01 Job	_____
10)	P/F Connecting rod bushes as and when req.	01 Job	_____
11)	P/F Came Bushes as and when req.	01 Job	_____
12)	P/F Gasket as and when req.	01 Job	_____
13)	P/F Complete packing kit as and when req.	01 Job	_____
14)	P/F Main oil seal as and when req.	01 Job	_____
15)	P/F Tiring oil seal as and when req.	01 Job	_____

16)	P/F Other req nut bolt pertains to engine fitting as and when req.	01 Job	
17)	P/F Fan belt as and when req.	01 Job	
18)	Oil Pump R/by means P/ complete repair kit include the labor charges as and when req.	01 Job	
19)	P/F Clutch plate assy as and when req.	01 Job	
20)	P/F Pressure plate assy as and when req.	01 Job	
21)	P/F Clutch Thrust bearing as and when req.	01 Job	
22)	Servicing of radiator by means opening the radiator from top + bottom side. cleaning all slides and soldering from leak portion and re-fitting the same as and when req.	01 Job	
23)	P/F Hose pipe (Upper) as and when req.	01 Job	
24)	P/F Hose pipe (Lower) as and when req.	01 Job	
25)	Repair /Maintenance of diesel pump by means opening, repairing and refitting the same as required, the work includes the cost of replacing pump seal kit and pump packing kit as and when req.	01 Job	
26)	Atomizer service/setting & adjusting as and when req.	01 Job	
27)	Dismantling the diesel tank. complete washing, cleaning & re-fitting the same as and when req.	01 Job	
28)	P/ Oil Filter as and when req.	02 Job	
29)	P/ Diesel Filter as and when req.	03 Job	
30)	P/ Air Cleaner Filter as and when req.	01 Job	
31)	Denting/shaping of driver cabin portion by means (normal denting/ repairing work) removing dent from damage portion in actual shape complete in all respect. The work includes the cost of welding/grinding and repairing charges as and when req. as per instruction of Engineer in charge.	01 Job	
32)	Painting and finishing the complete vehicle denting portion by means leveling the dented portion with material and making surface for the color and then painting the same with 02 coats matching japani paint complete in all respect. The work includes the cost of rubbing polish and finishing and the complete as and when req as per instruction of Engineer in charge.	01 Job	

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33)	Complete new wiring work to be completed with the following specification and components as and when req complete in all respect.		
	a) P/F completes new wiring on standards medium of heavy vehicles specification as per instruction of engineer in charge.		
	b) P/F Ignition switch.		
	c) P/F Light control switches.		
	d) P/F relay & cut outs.		
	e) P/F L.T wires, wiring tape.		
	f) P/F Fuse box complete w/ fuses.	01 Job	_____
34)	P/F Heads light 24 Volt as and when req.	04 Job	_____
35)	P/F back light assembly 24 Volt complete as and when req.	01 Job	_____
36)	P/F Indicator light as and when req.	01 Job	_____
37)	Servicing / greasing of wheel by means opening the wheel drums greasing / servicing, bleeding of brake fitting & setting adjusting the brake shoe as and when req.	04 Job	_____
38)	P/F Wheel oil seal front side as and when req.	02 Job	_____
39)	P/F Wheel oil seal rear side as and when req.	04 Job	_____
40)	P/F Boots, lock pin, cater pin, spring as and when req.	01 Job	_____
41)	P/F Grease as and when req.	05 Kg	_____
42)	P/F Brake oil best quality as and when req.	05 Job	_____
43)	P/F Brake shoe Front Wheel as and when req.	01 Job	_____
44)	P/F Brake shoe Rear Wheel as and when req.	01 Job	_____
45)	P/F Brake cylinder washer as and when req.	12 Job	_____
46)	P/F Master cylinder kit complete as and when req.	01 Job	_____

B- Repair/ Maintenance & other maintenance work of Vehicle No- GL- 095 Messy 375 (Tractor Trolley).

1)	Dismantling and opening/ fitting the engine, radiator assy, gear box, diesel pump etc and re-fitting the engine required parts after the mechanic work i/e re-fitting the gear box etc and start, setting the engine complete as req.	01 Job	_____
2)	Mechanic work the req parts i/e facing, polishing the head, valve, valve guide, valve seat, sleeves re-moving and new fitting w/ compressor polishing the same, main line checking & throwing, cam shaft setting, main & bigen peace fitting and polishing, crank shaft setting, oil pump repairing & setting, complete as and when req.	01 Job	_____
3)	P/F Genuine Piston complete as and when req.	01 Job	_____

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4)	P/F Piston sleeves complete as and when req.	01 Job	_____	_____
5)	P/F Ger.uine ring as and when req.	01 Job	_____	_____
6)	P/F Ger.uine Main & Begun peace as and when req.	01 Job	_____	_____
7)	P/F Ger.uine Valve as and when req.	01 Job	_____	_____
8)	P/F Valve Guide as and when req.	01 Job	_____	_____
9)	P/F Thrust Caller Washer as and when req.	01 Job	_____	_____
10)	P/F Cor.necting rod bushes <u>as</u> and when req.	01 Job	_____	_____
11)	P/F Came Bushes as and when req.	01 Job	_____	_____
12)	P/F Gasket as and when req.	01 Job	_____	_____
13)	P/F Cor.plete packing kit as and when req.	01 Job	_____	_____
14)	P/F Main oil seal as and when req.	01 Job	_____	_____
15)	P/F Timing oil seal as and when req.	01 Job	_____	_____
16)	P/F Other req nut bolt pertains to engine fitting as and when req.	01 Job	_____	_____
17)	P/F Fan belt as and when req.	01 Job	_____	_____
18)	Oil Pump R/by means P/ complete repair kit include the labor charges as and when req.	01 Job	_____	_____
19)	P/F Clutch plate assy as and when req.	01 Job	_____	_____
20)	P/F Pressure plate assy as and when req.	01 Job	_____	_____
21)	P/F Clutch Thrust bearing as and when req.	01 Job	_____	_____
22)	P/F Cor.plete finger kit includes spring, pin, and bolt as and when req.	01 Job	_____	_____
23)	P/F Clutch finger as and when req.	01 Job	_____	_____
24)	P/F Gear chillum garari as and when req.	01 Job	_____	_____
25)	P/F Gear chillum seal as and when req.	01 Job	_____	_____
26)	P/F Gear chillum bearing as and when req.	01 Job	_____	_____
27)	P/F Complete radiator w/top+ bottom as and when req.	01 Job	_____	_____
28)	P/F Hose pipe (Upper) as and when req.	01 Job	_____	_____
29)	P/F Hose pipe (Lower) as and when req.	01 Job	_____	_____
30)	P/F Air cleaner Hose pipe as and when req.	01 Job	_____	_____
31)	P/F Front wheel Nut & Bolt as and when req.	12 Job	_____	_____
32)	Repair /Maintenance of diesel pump by means opening, repairing and refitting the same as required. the work includes the cost of replacing pump seal kit and pump packing kit as and when req.	01 Job	_____	_____

33)	Atomizer service/setting & adjusting as and when req.	01 Job	_____	_____
34)	P/F Fuel Injection Pump as and when req.	01 Job	_____	_____
35)	Dismantling the diesel tank, complete washing, cleaning & re-fitting the same as and when req.	01 Job	_____	_____
36)	P/F Steering pipe as and when req.	02 Job	_____	_____
37)	P/F Water body assembly w/packing kit as and when req.	01 Job	_____	_____
38)	P/F Master cylinder kit complete as and when req.	02 Job	_____	_____
39)	Repair of small electric wiring in all kind of heavy vehicles including required L.T wire, p.v.c tape, switches, fuse etc as and when req.	01 Job	_____	_____
40)	P/F Ignition switch 12 Volt as and when req.	01 Job	_____	_____
41)	P/F Battery wire best quality as and when req.	08 Ft	_____	_____
42)	P/F Battery terminal best quality as and when req.	04 Job	_____	_____
43)	P/F Rear side trally support hook with pin as and when req.	01 Job	_____	_____
44)	P/ Oil Filter as and when req.	02 Job	_____	_____
45)	P/ Diesel Filter as and when req.	02 Job	_____	_____

C- Repair/ Maintenance & other maintenance work of Vehicle No- GS- 8972 Hino KR (Open Truck).

01)	Denting/shaping of body portion by means complete repairing work from damage portion in actual shape complete in all respect. The work includes the cost of welding/grinding and repairing charges as and when req. as per instruction of Engineer in charge.	01 Job	_____	_____
02)	Denting/shaping of driver cabin portion by means (complete denting/ repairing work) removing dent from damage portion in actual shape complete in all respect. The work includes the cost of welding/grinding and repairing charges as and when req. as per instruction of Engineer in charge.	01 Job	_____	_____
03)	Painting and finishing the complete vehicle denting portion by means leveling the dented portion with material and making surface for the color and then painting the same with 02 coats matching japani paint complete in all respect. The work includes the cost of rubbing		_____	_____

	polish and finishing and the complete as and when req as per instruction of Engineer in charge.	01 Job		
04)	Servicing / greasing of wheel by means opening the wheel drums greasing / servicing, bleeding of brake fitting & setting adjusting the brake shoe as and when req.	04 Job		
05)	P/F Wheel oil seal front side as and when req.	02 Job		
06)	P/F Wheel oil seal rear side as and when req.	04 Job		
07)	P/F Boots, lock pin, cater pin, spring as and when req.	01 Job		
08)	P/F Grease as and when req.	05 Kg		
09)	P/F Brake oil best quality as and when req.	05 Job		
10)	P/F Brake shoe Front Wheel as and when req.	01 Job		
11)	P/F Brake shoe Rear Wheel as and when req.	01 Job		
12)	P/F Brake cylinder washer as and when req.	12 Job		
13)	P/F Master cylinder kit complete as and when req.	01 Job		

D- Repair/ Maintenance & other maintenance work of Vehicle No- GS- 8920 Hino KR (Open Truck).

01)	Denting/shaping of body portion by means complete repairing work from damage portion in actual shape complete in all respect. The work includes the cost of welding/grinding and repairing charges as and when req. as per instruction of Engineer in charge.	01 Job		
02)	Denting/shaping of driver cabin portion by means (complete denting/ repairing work) removing dent from damage portion in actual shape complete in all respect. The work includes the cost of welding/grinding and repairing charges as and when req. as per instruction of Engineer in charge.	01 Job		
03)	Painting and finishing the complete vehicle denting portion by means leveling the dented portion with material and making surface for the color and then painting the same with 02 coats matching japani paint complete in all respect. The work includes the cost of rubbing polish and finishing and the complete as and when req as per instruction of Engineer in charge.	01 Job		
04)	Repair /Maintenance of diesel pump by means opening, repairing and refitting the same as required, the work includes the cost of replacing pump seal kit and pump packing kit as and when req.	01 Job		

M/X

05)	P/F Diesel pump nozzle as and when req.	01 Job	_____	_____
06)	Atomizer service/setting & adjusting as and when req.	01 Job	_____	_____
07)	Servicing / greasing of wheel by means opening the wheel drums greasing / servicing, bleeding of brake fitting & setting adjusting the brake shoe as and when req.	04 Job	_____	_____
08)	P/F Wheel oil seal front side as and when req.	02 Job	_____	_____
09)	P/F Wheel oil seal rear side as and when req.	04 Job	_____	_____
10)	P/F Boots, lock pin, cater pin, spring as and when req.	01 Job	_____	_____
11)	P/F Grease as and when req.	05 Kg	_____	_____
12)	P/F Brake oil best quality as and when req.	05 Job	_____	_____
13)	P/F Brake shoe Front Wheel as and when req.	01 Job	_____	_____
14)	P/F Brake shoe Rear Wheel as and when req.	01 Job	_____	_____
15)	P/F Brake cylinder washer as and when req.	12 Job	_____	_____
16)	P/F Master cylinder kit complete as and when req.	01 Job	_____	_____
17)	P/F Brake booster kit complete as and when req.	01 Job	_____	_____

E- Repair/ Maintenance & other maintenance work of Vehicle No- CH- 159487 Volvo FL- 6 (Dumper).

01)	Dismantling and opening/ fitting the engine, radiator assy, gear box, diesel pump etc and re-fitting the engine required parts after the mechanic work i/c re-fitting the gear box etc and start, setting the engine complete as req.	01 Job	_____	_____
02)	Mechanic work the req parts i/c facing, polishing the head, valve, valve guide, valve seat, sleeves re-moving and new fitting w/ compressor polishing the same, main line checking & throwing, came shaft setting, main & bigen peace fitting and polishing, crank shaft setting, oil pump repairing & setting, complete as and when req.	01 Job	_____	_____
03)	P/F Genuine Piston complete as and when req.	01 Job	_____	_____
04)	P/F Piston sleeves complete as and when req.	01 Job	_____	_____
05)	P/F Genuine ring as and when req.	01 Job	_____	_____
06)	P/F Genuine Main & Begun peace as and when req.	01 Job	_____	_____
07)	P/F Genuine Valve as and when req.	01 Job	_____	_____
08)	P/F Valve Guide as and when req.	01 Job	_____	_____
09)	P/F Thrust Caller Washer as and when req.	01 Job	_____	_____
10)	P/F Connecting rod bushes as and when req.	01 Job	_____	_____

11)	P/F Came Bushes as and when req.	01 Job		
12)	P/F Gasket as and when req.	01 Job		
13)	P/F Complete packing kit as and when req.	01 Job		
14)	P/F Main oil seal as and when req.	01 Job		
15)	P/F Timing oil seal as and when req.	01 Job		
16)	P/F Other req nut bolt pertains to engine fitting as and when req.	01 Job		
17)	P/F Fan belt as and when req.	01 Job		
18)	Oil Pump R/by means P/ complete repair kit include the labor charges as and when req.	01 Job		
19)	Servicing of radiator by means opening the radiator from top + bottom side, cleaning all slides and soldering from leak portion and re-fitting the same as and when req.	01 Job		
20)	P/F Hose pipe (Upper) as and when req.	01 Job		
21)	P/F Hose pipe (Lower) as and when req.	01 Job		
22)	Repair /Maintenance of diesel pump by means opening, repairing and refitting the same as required. the work includes the cost of replacing pump sea. kit and pump packing kit as and when req.	01 Job		
23)	P/F Diesel pump nozzle as and when req.	01 Job		
24)	P/F Atomizer bushes as and <u>when</u> req.	01 Job		
25)	Atomizer service/setting & adjusting as and when req.	01 Job		
26)	Dismantling the diesel tank. complete washing, cleaning & re-fitting the same as and when req.	01 Job		
27)	P/ Oil Filter as and when req.	02 Job		
28)	P/ Diesel Filter as and when req.	03 Job		
29)	P/ Air Cleaner Filter as and when req.	01 Job		
30)	Repair /Maintenance of turbo pump by means opening, repairing and refitting the same as required. the work includes the cost of replacing pump seal kit and pump packing kit & Other req parts of turbo pump as and when req.	01 Job		
31)	P/F Complete new silencer assy as and when req.	01 Job		
32)	Complete new wiring work to be completed with the following specification and components as and when req complete in all respect.			

- a) P/F completes new wiring on standards medium of heavy vehicles specification as per instruction of engineer in charge.
- b) P/F Ignition switch.
- c) P/F Light control switches.
- d) P/F relay & cut outs.
- e) P/F L.T wires, wiring tape.
- f) P/F Fuse box complete w/ fuses. 01 Job
- 33) P/F Heads light 24 Volt as and when req. 04 Job
- 34) P/F back light assembly 24 Volt complete as and when req. 01 Job
- 35) Servicing / greasing of wheel by means opening the wheel drums greasing servicing, bleeding of brake fitting & setting adjusting the brake shoe as and when req. 04 Job
- 36) P/F Wheel oil seal front side as and when req. 02 Job
- 37) P/F Wheel oil seal rear side as and when req. 02 Job
- 38) P/F Boots, lock pin, cater pin, spring as and when req. 01 Job
- 39) P/F Grease as and when req. 08 Kg
- 40) P/F Brake shoe Front Wheel as and when req. 01 Job
- 41) P/F Brake shoe Rear Wheel as and when req. 01 Job
- 42) P/F Brake booster assy as and when req. 04 Job

TOTAL AMOUNT

Penalty -- RS-1000/-



Executive Engineer (M&E)
DMC Malir (Malir Zone)

If We quoted the rates _____ above/ below the estimate. If We agreed to sign the same as and when rates quoted by me /us are approved by the Malir Town.

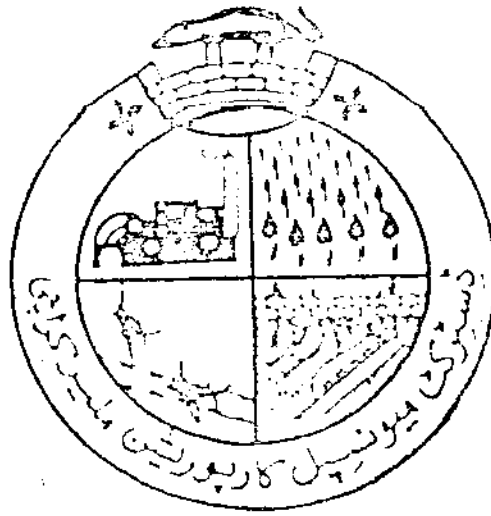
In words _____

Signature of Contractor _____

Address _____

Mobile No _____

BIDDING DOCUMENT



DISTRICT MUNICIPAL CORPORATION MALIR ZONE, KARACHI

Main Kalaboard Bus Stop, Behind Saudabad Police Station, Malir Town, Karachi
Ph:021-99248035

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.

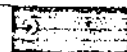
NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

[NIT Work Sr. No.3(a,b,c,d&e)]

- (a). **Name of Procuring Agency:** MALIR ZONE, DISTRICT MUNICIPAL CORPORATION, KARACHI.
- (b). **Brief Description of Works:**
- i). R/M & OTHER MAINTENANCE WORK OF VEHICLE NO. CH-08022 MESSY 375 (TRACTOR TROLLEY).
 - ii). WORK OF VEHICLE NO. CH 10039 HINE FD (SRM ROLL)
 - iii). VEHICLE NO. CH-100980 VOLVO FL-6 (ARM ROLL)
 - iv). VEHICLE NO. CH-05709983 BELARUS (TRACTOR SHAWAL)
 - v). VEHICLE NO. CH-175651 CAUSE (MINI LOADER)
- (c). **Procuring Agency's address:-** MAIN KALABOARD BUS STOP, BEHIND SAUDABAD POLICE STATION, MALIR TOWN, KARACHI
- (d). **Estimated Cost:-** OPEN RATE
- (e). **Amount of Bid Security:-** 2% OF OPEN RATE
- (f). **Period of Bid Validity (days):-** 45 Days
- (g). **Security Deposit:-** (i). (bid security):- 02% of Contract/Sanction Amount
(ii) 8% Retention money of bill amount will be deducted from Running Bill.
- (h). **Percentage, if any, to be deducted from bills:** 7.5% Income Tax
- (i). **Deadline for Submission of Bids along with time:** 22nd June, 2015 (1400 hours)
- (j). **Venue, Time, and Date of Bid Opening:** 22nd June, 2015 (1430 hours) at the Office of the Superintending Engineer, DMC Malir, Main Kalaboard Bust Stop, Behind Saudabad Police Station, Malir Town, Karachi.
- (k). **Time for Completion from written order of commence:** Two months
- (L). **Liquidity damages:-** Rs.1000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). **Deposit Receipt No:** _____ **Date:** _____
Amount:(in words & figures) Rs.1000/= (Rupees one thousand only)


EXECUTIVE ENGINEER (M&E)

Conditions of Contract

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

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

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the 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.

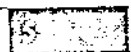
Clause – 3: Termination of the Contract.

(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;
- (ii) 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 (iii) and (iv) above;
- (i) 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

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 Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of ~~unsound materials~~ or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.



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

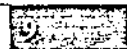
Clause – 11:

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

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (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 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 retention money lying with the Engineer.



Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the 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.

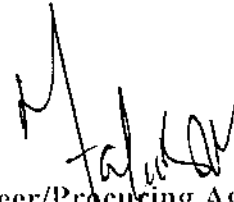
Clause –18: Financial Assistance /Advance Payment.

- (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



Executive Engineer/Procuring Agency

Contractor



OFFICE OF THE EXECUTIVE ENGINEER DISTRICT MUNICIPAL CORPORATION MALIR (MALIR ZONE)

Estimate cost: OPEN RATE

Tender cost : 1000/-

2% Earnest Money Quoted Amount.

**Name of work: - Repair/Maintenance & other maintenance work for different vehicle
No= CH- 080-22+ CH- 10039+ CH- 100980+ CH- 05709983+ CH-
175651 of Solid Waste Depptt DMC Malir (Malir Zone).**

S.No	Description of work	QTY	Rate Quoted by Contractor
A-	Repair/ Maintenance & other maintenance work of Vehicle No- CH- 080-22 Messy 375(Tractor Trally)		
1)	Dismantling and opening/ fitting the engine, radiator assy, gear box, diesel pump etc and re-fitting the engine required parts after the mechanic work i/c re-fitting the gear box etc and start, setting the engine complete as req.	01 Job	
2)	Mechanic work the req parts i/c facing, polishing the head, valve, valve guide, valve seat, sleeves re-moving and new fitting w/ compressor polishing the same, main line checking & throwing, came shaft setting, main & bigen peace fitting and polishing, crank shaft setting, oil pump repairing & setting, complete as and when req.	01 Job	
3)	P/F Genuine Piston complete as and when req.	01 Job	
4)	P/F Piston sleeves complete as and when req.	01 Job	
5)	P/F Genuine ring as and when req.	01 Job	
6)	P/F Genuine Main & Begun peace as and when req.	01 Job	
7)	P/F Genuine Valve as and when req.	01 Job	
8)	P/F Valve Guide as and when req.	01 Job	
9)	P/F Thrust Caller Washer as and when req.	01 Job	
10)	P/F Connecting rod bushes as and when req.	01 Job	
11)	P/F Came Bushes as and when req.	01 Job	
12)	P/F Gasket as and when req.	01 Job	
13)	P/F Complete packing kit as and when req.	01 Job	
14)	P/F Main oil seal as and when req.	01 Job	
15)	P/F Timing oil seal as and when req.	01 Job	
16)	P/F Other req nut bolt pertains to engine fitting as and when req.	01 Job	
17)	P/F Fan belt as and when req.	01 Job	

18)	Oil Pump R/by means P/ complete repair kit include the labor charges as and when req.	01 Job	
19)	P/F Clutch plate assy as and when req.	01 Job	
20)	P/F Pressure plate assy as and when req.	01 Job	
21)	P/F Clutch Thrust bearing as and when req.	01 Job	
22)	P/F Complete finger kit includes spring, pin, and bolt as and when req.	01 Job	
23)	P/F Clutch finger as and when req.	01 Job	
24)	P/F Gear chillum garari as and when req.	01 Job	
25)	P/F Gear chillum seal as and when req.	01 Job	
26)	P/F Gear chillum bearing as and when req.	01 Job	
27)	P/F Complete radiator w/top+ bottom as and when req.	01 Job	
28)	P/F Hose pipe (Upper) as and when req.	01 Job	
29)	P/F Hose pipe (Lower) as and when req.	01 Job	
30)	P/F Air cleaner Hose pipe as and when req.	01 Job	
31)	P/F Front wheel Nut & Bolt as and when req.	12 Job	
32)	Repair /Maintenance of diesel pump by means opening, repairing and refitting the same as required, the work includes the cost of replacing pump seal kit and pump packing kit as and when req.	01 Job	
33)	Atomizer service/setting & adjusting as and when req.	01 Job	
34)	P/F Fuel Injection Pump as and when req.	01 Job	
35)	Dismantling the diesel tank, complete washing, cleaning & re-fitting the same as and when req.	01 Job	
36)	P/F Steering pipe as and when req.	02 Job	
37)	P/F Water body assembly w/packing kit as and when req.	01 Job	
38)	P/F Master cylinder kit complete as and when req.	02 Job	
39)	Repair of small electric wiring in all kind of heavy vehicles including required L.T wire, p.v.c tape, switches, fuse etc as and when req.	01 Job	
40)	P/F Ignition switch 12 Volt as and when req.	01 Job	
41)	P/F Battery wire best quality as and when req.	08 Ft	
42)	P/F Battery terminal best quality as and when req.	04 Job	

43)	P/F Rear side trally support hook with pin as and when req.	01 Job	_____	_____
44)	P/ Oil Filter as and when req.	02 Job	_____	_____
45)	P/ Diesel Filter as and when req.	02 Job	_____	_____
46)	P/F Complete front suspension w/ bush & pin as and when req.	01 Job	_____	_____

B- Repair/ Maintenance & other maintenance work of Vehicle No- CH- 10039 Hino FD (Arm Roll).

01)	Dismantling and opening/ fitting the engine, radiator assy, gear box, diesel pump etc and re-fitting the engine required parts after the mechanic work i/c re-fitting the gear box etc and start, setting the engine complete as req.	01 Job	_____	_____
02)	Mechanic work the req parts i/c facing, polishing the head, valve, valve guide, valve seat, sleeves re-moving and new fitting w/ compressor polishing the same, main line checking & throwing, came shaft setting, main & bigen peace fitting and polishing, crank shaft setting, oil pump repairing & setting, complete as and when req.	01 Job	_____	_____
03)	P/F Genuine Piston complete as and when req.	01 Job	_____	_____
04)	P/F Piston sleeves complete as and when req.	01 Job	_____	_____
05)	P/F Genuine ring as and when req.	01 Job	_____	_____
06)	P/F Genuine Main & Begun peace as and when req.	01 Job	_____	_____
07)	P/F Genuine Valve as and when req.	01 Job	_____	_____
08)	P/F Valve Guide as and when req.	01 Job	_____	_____
09)	P/F Thrust Caller Washer as and when req.	01 Job	_____	_____
10)	P/F Connecting rod bushes as and when req.	01 Job	_____	_____
11)	P/F Came Bushes as and when req.	01 Job	_____	_____
12)	P/F Gasket as and when req.	01 Job	_____	_____
13)	P/F Complete packing kit as and when req.	01 Job	_____	_____
14)	P/F Main oil seal as and when req.	01 Job	_____	_____
15)	P/F Timing oil seal as and when req.	01 Job	_____	_____
16)	P/F Other req nut bolt pertains to engine fitting as and when req.	01 Job	_____	_____
17)	P/F Fan belt as and when req.	01 Job	_____	_____
18)	Oil Pump R/by means P/ complete repair kit include the labor charges as and when req.	01 Job	_____	_____
19)	P/F Clutch plate assy as and when req.	01 Job	_____	_____

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20)	P/F Pressure plate assy as and when req.	01 Job
21)	P/F Clutch Thrust bearing as and when req.	01 Job
22)	Servicing of radiator by means opening the radiator from top + bottom side, cleaning all slides and soldering from leak portion and re-fitting the same as and when req.	01 Job	.....	.....
23)	P/F Hose pipe (Upper) as and when req.	01 Job	.....	.....
24)	P/F Hose pipe (Lower) as and when req.	01 Job	.....	.....
25)	Repair /Maintenance of diesel pump by means opening, repairing and refitting the same as required, the work includes the cost of replacing pump seal kit and pump packing kit as and when req.	01 Job	.....	.....
26)	Atomizer service/setting & adjusting as and when req.	01 Job	.....	.....
27)	Dismantling the diesel tank, complete washing, cleaning & re-fitting the same as and when req.	01 Job	.....	.....
28)	Repair of small electric wiring in all kind of heavy vehicles including required L.T wire, p.v.c tape, switches, fuse etc as and when req.	01 Job	.....	.....
29)	P/F Ignition switch 12 Volt as and when req.	01 Job	.....	.....
30)	P/F Battery terminal best quality as and when req.	04 Job	.....	.....
31)	P/ Oil Filter as and when req.	02 Job	.....	.....
32)	P/ Diesel Filter as and when req.	03 Job	.....	.....
33)	P/ Air Cleaner Filter as and when req.	01 Job	.....	.....
34)	P/ Hydraulic Filter as and when req.	01 Job	.....	.....
35)	Servicing / greasing of wheel by means opening the wheel drums greasing / servicing, bleeding of brake fitting & setting adjusting the brake shoe as and when req.	04 Job	.....	.....
36)	P/F Wheel oil seal front side as and when req.	02 Job	.....	.....
37)	P/F Wheel oil seal rear side as and when req.	04 Job	.....	.....
38)	P/F Boots, lock pin, cater pin, spring as and when req.	01 Job	.....	.....
39)	P/F Grease as and when req.	05 Kg	.....	.....
40)	P/F Brake oil best quality as and when req.	05 Job	.....	.....
41)	P/F Brake shoe Front Wheel as and when req.	01 Job	.....	.....
42)	P/F Brake shoe Rear Wheel as and when req.	01 Job	.....	.....
43)	P/F Brake cylinder washer as and when req.	12 Job	.....	.....
44)	P/F Master cylinder kit complete as and when req.	01 Job	.....	.....
45)	Denting/shaping of body portion by means (normal denting/ repairing work) removing dent from damage portion in actual shape complete in all respect. The work includes the cost of		.....	.....

welding/grinding and repairing charges as and when req. as per instruction of Engineer in charge.

01 Job

C- Repair/ Maintenance & other maintenance work of Vehicle No- CH- 100980 Volvo FL- 6 (Arm Roll).

- | | | | | |
|-----|---|--------|-------|-------|
| 01) | Dismantling and opening/ fitting the engine, radiator assy. gear box, diesel pump etc and re-fitting the engine required parts after the mechanic work i/c re-fitting the gear box etc and start, setting the engine complete as req. | 01 Job | _____ | _____ |
| 02) | Mechanic work the req parts i/c facing, polishing the head, valve, valve guide, valve seat, sleeves re-moving and new fitting w/ compressor polishing the same, main line checking & throwing, came shaft setting, main & bigen peace fitting and polishing, crank shaft setting, oil pump repairing & setting, complete as and when req. | 01 Job | _____ | _____ |
| 03) | P/F Genuine Piston complete as and when req. | 01 Job | _____ | _____ |
| 04) | P/F Piston sleeves complete as and when req. | 01 Job | _____ | _____ |
| 05) | P/F Genuine ring as and when req. | 01 Job | _____ | _____ |
| 06) | P/F Genuine Main & Begun peace as and when req. | 01 Job | _____ | _____ |
| 07) | P/F Genuine Valve as and when req. | 01 Job | _____ | _____ |
| 08) | P/F Valve Guide as and when req. | 01 Job | _____ | _____ |
| 09) | P/F Thrust Caller Washer as and when req. | 01 Job | _____ | _____ |
| 10) | P/F Connecting rod bushes as and when req. | 01 Job | _____ | _____ |
| 11) | P/F Carr e Bushes as and when req. | 01 Job | _____ | _____ |
| 12) | P/F Gasket as and when req. | 01 Job | _____ | _____ |
| 13) | P/F Complete packing kit as and when req. | 01 Job | _____ | _____ |
| 14) | P/F Main oil seal as and when req. | 01 Job | _____ | _____ |
| 15) | P/F Timing oil seal as and when req. | 01 Job | _____ | _____ |
| 16) | P/F Other req nut bolt pertains to engine fitting as and when req. | 01 Job | _____ | _____ |
| 17) | P/F Fan belt as and when req. | 01 Job | _____ | _____ |
| 18) | Oil Pump R/by means P/ complete repair kit include the labor charges as and when req. | 01 Job | _____ | _____ |
| 19) | Servicing of radiator by means opening the radiator from top + bottom side, cleaning all slides and soldering from leak portion and re-fitting the same as and when req. | 01 Job | _____ | _____ |

20)	P/F Hose pipe (Upper) as and when req.	01 Job	_____	_____
21)	P/F Hose pipe (Lower) as and when req.	01 Job	_____	_____
22)	Repair /Maintenance of diesel pump by means opening, repairing and refitting the same as required. the work includes the cost of replacing pump seal kit and pump packing kit as and when req.	01 Job	_____	_____
23)	P/F Diesel pump nozzle as and when req.	01 Job	_____	_____
24)	P/F Atomizer bushes as and when req.	01 Job	_____	_____
25)	Atomizer service/setting & adjusting as and when req.	01 Job	_____	_____
26)	Dismantling the diesel tank. complete washing, cleaning & re-fitting the same as and when req.	01 Job	_____	_____
27)	Repair /Maintenance of turbo pump by means opening, repairing and refitting the same as required. the work includes the cost of replacing pump seal kit and pump packing kit & Other req parts of turbo pump as and when req.	01 Job	_____	_____
28)	Complete new wiring work to be completed with the following specification and components as and when req complete in all respect. a) P/F completes new wiring on standards medium of heavy vehicles specification as per instruction of engineer in charge. b) P/F Ignition switch. c) P/F Light control switches. d) P/F relay & cut outs. e) P/F L.T wires, wiring tape. f) P/F Fuse box complete w/ fuses.	01 Job	_____	_____
29)	P/F Hcads light 24 Volt as and when req.	04 Job	_____	_____
30)	P/F back light assembly 24 Volt complete as and when req.	01 Job	_____	_____
31)	P/ Oil Filter as and when req.	02 Job	_____	_____
32)	P/ Diesel Filter as and when req.	03 Job	_____	_____
33)	P/ Air Cleaner Filter as and when req.	01 Job	_____	_____

D- Repair/ Maintenance & other maintenance work of Vehicle No- CII- 05709983 Belarus (Tractor Sh:)

01)	Dismantling and opening/ fitting the engine, radiator assy, gear box, diesel pump etc and re-fitting the engine required parts after the mechanic work i/c re-fitting the gear box etc and start, setting the engine complete as req.	01 Job	_____	_____
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02)	Mechanic work the req parts i/c facing, polishing the head, valve, valve guide, valve seat, sleeves re-moving and new fitting w/ compressor polishing the same, main line checking & throwing, came shaft setting, main & bigen peace fitting and polishing, crank shaft setting, oil pump repairing & setting, complete as and when req.	01 Job		
03)	P/F Crank shaft assy as and when req.	01 Job	_____	_____
04)	P/F Genuine Piston complete as and when req.	01 Job	_____	_____
05)	P/F Genuine ring as and when req.	01 Job		
06)	P/F Genuine Main & Begun peace as and when req.	01 Job	_____	_____
07)	P/F Genuine Valve as and when req.	01 Job	_____	_____
08)	P/F Valve Guide as and when req.	01 Job	_____	_____
09)	P/F Thrust Caller Washer as and when req.	01 Job	_____	_____
10)	P/F Connecting rod bushes as and when req.	01 Job	_____	_____
11)	P/F Came Bushes as and when req.	01 Job	_____	_____
12)	P/F Gasket as and when req.	01 Job	_____	_____
13)	P/F Complete packing kit as and when req.	01 Job	_____	_____
14)	P/F Main oil seal as and when req.	01 Job	_____	_____
15)	P/F Timing oil seal as and when req.	01 Job	_____	_____
16)	P/F Other req nut bolt pertains to engine fitting as and when req.	01 Job	_____	_____
17)	P/F Fan belt as and when req.	01 Job	_____	_____
18)	Servicing of radiator by means opening the radiator from top + bottom side, cleaning all slides and soldering from leak portion and re-fitting the same as and when req.	01 Job	_____	_____
19)	P/F Hose pipe (Upper) as and when req.	01 Job		
20)	P/F Hose pipe (Lower) as and when req.	01 Job	_____	_____
21)	Disman ling & cutting the old & rusty blade knife P/welding & fitting the new blade knife as and when req.	01 Job	_____	_____



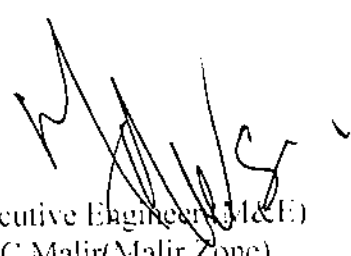
E- Repair/ Maintenance & other maintenance work of Vehicle No- CH- 175651 Cause (Bobeat).

01)	Replacement of complete damage & rusty Engine w/ all accessories P/F Complete engine w/ all accessories as and when req.	01 Job
02)	Painting and finishing the complete vehicle denting portion by means leveling the dented	

- portion with material and making surface for the color and then painting the same with 02 coats matching japani paint complete in all respect. The work includes the cost of rubbing polish and finishing and the complete as and when req as per instruction of Engineer in charge. 01 Job _____
- 03) Complete new wiring work to be completed with the following specification and components as and when req complete in all respect.
- a) P/F completes new wiring on standards medium of heavy vehicles specification as per instruction of engineer in charge.
 - b) P/F Ignition switch.
 - c) P/F Light control switches.
 - d) P/F relay & cut outs.
 - e) P/F L.T wires, wiring tape.
 - f) P/F Fuse box complete w/ fuses.
- 04) P/F Heads light 12 Volt as and when req. 02 Job _____
- 05) P/F Horn set 12 Volt as and when req. 01 Job _____
- 06) Dismantling & cutting the old & rusty blade knife P/welding & fitting the new blade knife as and when req. 01 Job _____

GRAND AMOUNT= _____

Penalty = RS-1000/=



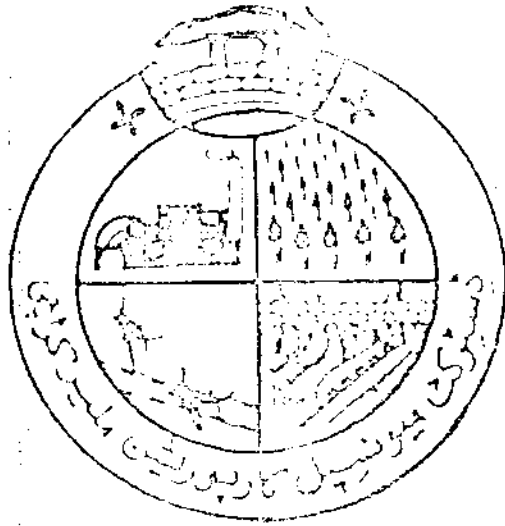
Executive Engineer (M&E)
DMC Malir(Malir Zone).

I/ We quoted the rates _____ above/ below the estimate. I/ We agreed to sign the same as and when rates quoted by me /us are approved by the Malir Town.

In words _____

Signature of Contractor _____
Address _____
Mobile No _____

BIDDING DOCUMENT



DISTRICT MUNICIPAL CORPORATION MALIR ZONE, KARACHI

Main Kalaboard Bus Stop, Behind Saudabad Police Station, Malir Town, Karachi
Ph:021-99248035

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.

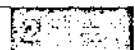
NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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.

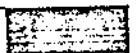
5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which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

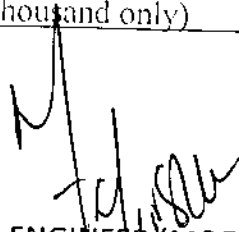
The envelope containing the tender documents shall refer the name and number of the work.

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
[NTT Work Sr. No.4]

- (a). Name of Procuring Agency: MALIR ZONE, DISTRICT MUNICIPAL CORPORATION, KARACHI.
- (b). Brief Description of Works: SUPPLY OF ELECTRICAL ACCESSORIES FOR DMC MALIR (MALIR ZONE)
- (c). Procuring Agency's address: MAIN KALABOARD BUS STOP, BEHIND SAUDABAD POLICE STATION, MALIR TOWN, KARACHI
- (d). Estimated Cost:- OPEN RATE
- (e). Amount of Bid Security:- 2% OF OPEN RATE
- (f). Period of Bid Validity (days):- 45 Days
- (g). Security Deposit:- (i). (bid security):- 02% of Contract/Sanction Amount
(ii) 8% Retention money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills: 7.5% Income Tax
- (i). Deadline for Submission of Bids along with time: 22nd June, 2015 (1400 hours)
- (j). Venue, Time, and Date of Bid Opening: 22nd June, 2015 (1430 hours) at the Office of the Superintending Engineer, DMCMalir, Main Kalaboard Bust Stop, Behind Saudabad Police Station, Malir Town, Karachi.
- (k). Time for Completion from written order of commence: Two months
- (L). Liquidity damages:- Rs.1000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: _____ Date: _____
Amount:(in words & figures) Rs.1000/= (Rupces one thousand only)


EXECUTIVE ENGINEER (M&E)

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.

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- (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 (ii) 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.

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

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

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

Clause – 7: Payments.

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

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

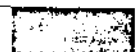
All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

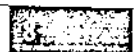


work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.



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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (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 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 retention money lying with the Engineer.



Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the 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, or 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).

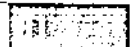
Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

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

Contractor

Executive Engineer/Procuring Agency





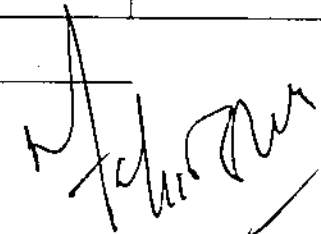
DISTRICT MUNICIPAL CORPORATION **MALIR, KARACHI.**

(Estimate Cost = Open Rate) (Tender Cost Rs. 1000/-) (Time Limited 01 Month) (Penalty: 1000 Per Day)

Subject: **SUPPLY OF ELECTRICAL ACCESSORIES FOR DMC MALIR.**

Sr. No.	Description	Qty	Open Rate	Amount
01	Supply of PVC Wire 3/29 Single Core Make (Million Supreme) as required	35 Coils		
02	Supply of PVC Wire 7/29 Single Core Make (Million Supreme) as required	20 Coils		
03	Supply of PVC Wire 7/29 Two Core Make (Million Supreme) as required	10 Coils		
04	Supply of PVC Wire 7/36 Two Core Make (Million Supreme) as required	05 Coils		
05	Supply Of Butterfly fixture / Moon Light best quality (Philips Make) As Required	300 Nos		
06	Supply of Energy Sever 45 watt (Phillips make) or equivalent as req.	450 Nos		
07	Supply of Lamp Holder for 125 Watt Light (Local Make) best quality as required.	200 Nos		
08	Supply of Lamp Holder for 250 Watt Light (Local Make) best quality as required.	50 Nos		
09	Supply of switch 10 AMP (Porcelain Make) as required	300 Nos		
10	Supply of switch 20 AMP (Porcelain Make) as required	50 Nos		
11	Supply Of Main Switch 30 Amp Iron Clad Fuse Link Rewindable D.P As Required Feco Make	10 Nos		
12	Supply of Iron Clad Switch 60 Amp Fuse Link T.P Rewindable as req.	05 Nos		
13	Supply Of NITO Tape (Japan) As Required	60 Nos		

TOTAL AMOUNT _____


Executive Engineer (M&E)
DMC Malir (Malir Zone) Karachi.

I/We quoted the rates _____ - above / below the estimate. I/We agreed to sign the same as and when rates quoted by me / us are approved by the DMC Malir.

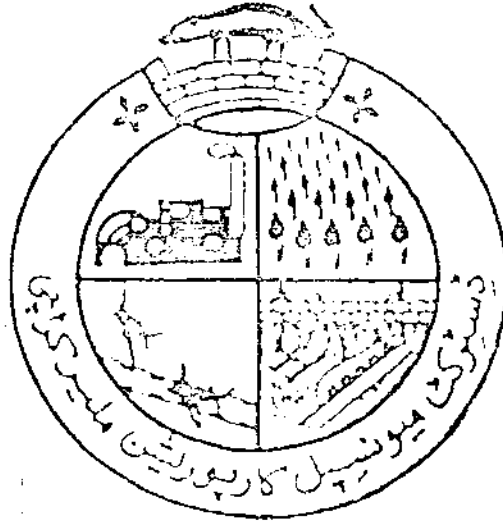
(In Words _____)

Signature of Contractor: _____

Address: _____

Mobile No: _____

BIDDING DOCUMENT



DISTRICT MUNICIPAL CORPORATION MALIR ZONE, KARACHI

Main Kalaboard Bus Stop, Behind Saudabad Police Station, Malir Town, Karachi
Ph:021-99248035

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.

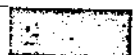
NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

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

[NIT Work Sr. No.1]

- (a). Name of Procuring Agency: MALIR ZONE, DISTRICT MUNICIPAL CORPORATION, KARACHI.
- (b). Brief Description of Works: SUPPLY OF RCC MANHOLE COVER OF 21" DIA AND 24" DIA AND RCC RING SLAB OF 21" DIA IN THE OFFICE OF THE MALIR ZONE DMC-MALIR
- (c). Procuring Agency's address:-MAIN KALABOARD BUS STOP, BEHIND SAUDABAD POLICE STATION, MALIR TOWN, KARACHI
- (d). Estimated Cost:- 991721/=
- (e). Amount of Bid Security:- 2% OF ESTIMATED COST
- (f). Period of Bid Validity (days):- 45 Days
- (g). Security Deposit:- (i). (bid security):- 02% of Contract/Sanction Amount
(ii) 8% Retention money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills: 7.5% Income Tax
- (i). Deadline for Submission of Bids along with time: 22nd June, 2015 (1400 hours)
- (j). Venue, Time, and Date of Bid Opening: 22nd June, 2015 (1430 hours) at the Office of the Superintending Engineer, DMCMalir, Main Kalaboard Bust Stop, Behind Saudabad Police Station, Malir Town, Karachi.
- (k). Time for Completion from written order of commence: Two months
- (L). Liquidity damages:- Rs.1000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: _____ Date: _____
Amount:(in words & figures) Rs.1000/= (Rupees one thousand only)


EXECUTIVE ENGINEER (B&R)

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.

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- (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.

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

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X



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.

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Clause – 9: Issuance of Variation and Repeat Orders.

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



work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.



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

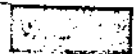
Clause – 11:

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

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- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If 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 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 retention money lying with the Engineer.



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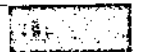
Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

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.

Contractor

Divisional Accountant

Executive Engineer/Procuring Agency



1. SUPPLY OF RCC MANHOLE COVER OF 21" DIA AND 24" DIA AND RCC RING SLAB OF 21" DIA IN THE OFFICE OF THE MALIR ZONE DMC-MALIR.

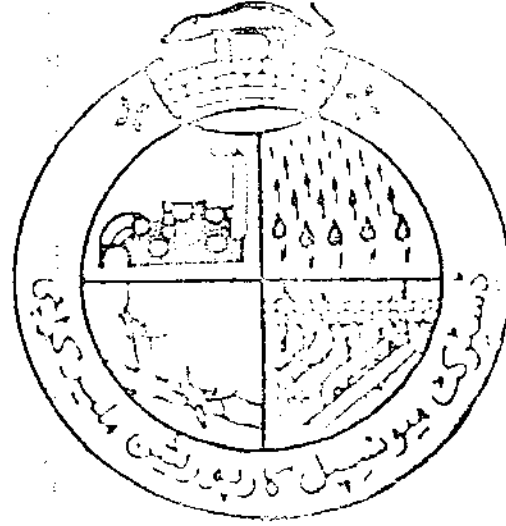
Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1.	680 Nos	Manufacturing and supplying RCC manhole covers cast in 1:2:4 concrete ratio 3" deep at centre reinforced with 3/8" dia tor steel bars 4" c/c welded to 1/8" thick 2.5 inches deep M.S plate i/c curing stacking and transportation within 10 miles. 21" dia	913.63	Each	621268.4
2.	150 Nos	Manufacturing and supplying R.C.C Ring slab of 21" dia inside 36" dia out side 7.5" width and 6" thick i/c 3/8" dia tor steel bars two concentric rings with 3/8" dia 8 nos cross link bars welded and two sunk type hooks cast in a 1:1-1/2:3 concrete with embedded 15 Kg C.I frame I will be transported in perfect position ie transportation charges for an average lead of 20 Km per trip from casting yards to Town Office (Minimum of 25 slabs of per trip). 21" dia	1906.60	Each	285990
3.	150 Nos	Shifting to the site and fixing of 36" dia ring slab in perfect position on damaged manholes i/c cutting of damaged position of manholes in proper shape and laying of cement mortar of 2" thickness and disposal of debris.	563.09	Each	84463.5

Rs.991721.9 (Rupees nine lac ninety-one thousand seven hundred twenty two only)

CONTRACTOR

EXECUTIVE ENGINEER (B&R)

BIDDING DOCUMENT



DISTRICT MUNICIPAL CORPORATION MALIR ZONE, KARACHI

Main Kalaboard Bus Stop, Behind Saudabad Police Station, Malir Town, Karachi
Ph:021-99248035

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 alternate 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

[NIT Work Sr. No.5]

- (a). Name of Procuring Agency: MALIR ZONE, DISTRICT MUNICIPAL CORPORATION, KARACHI.
- (b). Brief Description of Works: IMPROVEMENT OF SEWERAGE SYSTEM IN VARIOUS PLACES DAWOOD GOTHL, MALIR ZONE, DMC MALIR
- (c). Procuring Agency's address: MAIN KALABOARD BUS STOP, BEHIND SAUDABAD POLICE STATION, MALIR TOWN, KARACHI
- (d). Estimated Cost:- 939632/=
- (e). Amount of Bid Security:- 2% OF ESTIMATED COST
- (f). Period of Bid Validity (days):- 45 Days
- (g). Security Deposit:- (i). (bid security):- 02% of Contract/Sanction Amount
(ii) 8% Retention money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills: 7.5% Income Tax
- (i). Deadline for Submission of Bids along with time: 22nd June, 2015 (1400 hours)
- (j). Venue, Time, and Date of Bid Opening: 22nd June, 2015 (1430 hours) at the Office of the Superintending Engineer, DMCMalir, Main Kalaboard Bust Stop, Behind Saudabad Police Station, Malir Town, Karachi.
- (k). Time for Completion from written order of commence: Two months
- (L). Liquidity damages:- Rs.1000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: _____ Date: _____
Amount:(in words & figures) Rs.1000/= (Rupees one thousand only)


EXECUTIVE ENGINEER (B&R)

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.

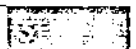
Clause – 3: Termination of the Contract.

(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.

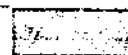
All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of 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

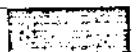


work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (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 Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
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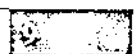
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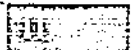
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Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements 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.

Contractor

Divisional Accountant

Executive Engineer/Procuring Agency



5. IMPROVEMENT OF SEWERAGE SYSTEM IN VARIOUS PLACES DAWOOD GOTII, MALIR ZONE, DMC MALIR.

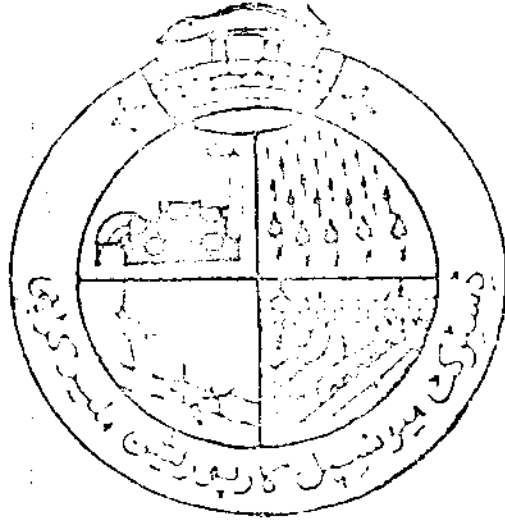
Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1.	12000 Cft	Excavation for pipe line in trenches and pits in all kind of soil of murmur i/c trimming and dressing sides true alignment and shape leveling of beds of trenches to concrete level and grade cutting joints holes and disposal of surplus earth etc.	4650.00%0 cft	Cft	55800/-
2.	800 Rft	B-providing laying and jointing R.C.C. pipe (Rubber Gasket Joints) Providing laying RCC pipes with Rubber ring joint and fitting in trenches i/c cutting fitting and jointing with rubber ring i.e. testing with water to specified pressure. 12" dia	367.00	Rft	293600/-
3.	38 Nos.	Constructing manhole or inspection chamber for the required diameter of circular sewer and 3'-6" depth with walls of BB in cement sand mortar 1:3 1/2 " thick inside of walls and 1" thick over benching and channel fixing C.I manhole covers with frame etc.	14748.00 each	Each	560424/-
4.	10800 Cft	Refilling the excavated stuff in trenches 6" thick layer i.e. watering ramming to full compaction etc.	2760.00%0 Cft	Cft	29808/-

Total Rs. 939632 (Rupees nine lac thirty nine thousand six hundred thirty two only)

CONTRACTOR

EXECUTIVE ENGINEER (B&R)

BIDDING DOCUMENT



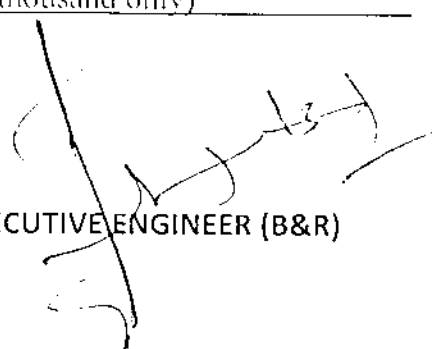
DISTRICT MUNICIPAL CORPORATION MALIR ZONE, KARACHI

Main Kalaboard Bus Stop, Behind Saudabad Police Station, Malir Town, Karachi
Ph:021-99248035

BIDDING DATA

[NIT Work Sr. No.6]

- (a). Name of Procuring Agency: MALIR ZONE, DISTRICT MUNICIPAL CORPORATION, KARACHI.
- (b). Brief Description of Works: IMPROVEMENT OF SEWERAGE SYSTEM IN VARIOUS PLACES OF AASOO GOTH, MALIR ZONE, DMC MALIR.
- (c). Procuring Agency's address:- MAIN KALABOARD BUS STOP, BEHIND SAUDABAD POLICE STATION, MALIR TOWN, KARACHI
- (d). Estimated Cost:- 954380/-
- (e). Amount of Bid Security:- 2% OF ESTIMATED COST
- (f). Period of Bid Validity (days):- 45 Days
- (g). Security Deposit:- (i). (bid security):- 02% of Contract/Sanction Amount
(ii) 8% Retention money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills: 7.5% Income Tax
- (i). Deadline for Submission of Bids along with time: 22nd June, 2015 (1400 hours)
- (j). Venue, Time, and Date of Bid Opening: 22nd June, 2015 (1430 hours) at the Office of the Superintending Engineer, DMC Malir, Main Kalaboard Bust Stop, Behind Saudabad Police Station, Malir Town, Karachi.
- (k). Time for Completion from written order of commence: Two months
- (L). Liquidity damages:- Rs.1000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: _____ Date: _____
Amount:(in words & figures) Rs.1000/= (Rupees one thousand only)

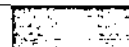

EXECUTIVE ENGINEER (B&R)

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.

✍



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 be 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 pro rata 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

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 Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (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 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 retention money lying with the Engineer.



Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the 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:

(i) 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).

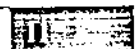
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Contractor

Divisional Accountant

Executive Engineer/Procuring Agency



6. IMPROVEMENT OF SEWERAGE SYSTEM IN VARIOUS PLACES AASOO GOTIL, MALIR ZONE, DMC MALIR.

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Rs.954380 (Rupees nine lac fifty four thousand three hundred eighty only)

CONTRACTOR

EXECUTIVE ENGINEER (B&R)