

### **TENDER / BIDDING DOCUMENTS**

## KARACHI WATER & SEWERAGE BOARD LIAQUATABAD ZONE (Sewerage)

Name of Scheme: Supplying of Bamboos for maintenance of sewerage system Liaquatabad Zone (Sew) for the year 2015-2016.

KARACHI WATER & SEWERAGE BOARD

ST-7 block-1 Sharifabad KDA building Liaquatabad

### KARACHI WATER & SEWREAGE BOARD OFFICE OF THE EXECUTIVE ENGINEER (Sew) ST-7 KDA BUILDING LIAQUATABAD ZONE

Issued to M/s\_\_\_\_\_

Pena	e Limit 20 Days alty Rs.1000/ Per Day der Cost Rs.1000/-				Bank/Br	
	nest Money 2% of Total Bid	Am	ount	B/No	Dt	
Date	e of Receiving 24-11-2015 at 2.00 of opening 24-11-2015 at 2.30	P.M.				
	Name of Work: Supplyi Zone (se	ng of Bam ew) for the	year 2015-201	6	sewerage syste	em Liaquatabac
Sr #	Description of work	Quantity		Rate e / in Word	Per	Amount
1.	Supplying of bamboos 25" length 3 ½ to 4"dia (Eest Quality)	1700 Nos			Each	
2.	Cartage of bamboos from Kemari to Liaquatabad office including loading and unloading etc complete	1700 Nos			Each	
7			I	Executive En	using (Sew)	
			L	iaquatabad 2	Zone, KW&SB	
	I/we hereby quoted Rs	In word				
	I/we do hereby declare that I/we shall abide all the existing SPPRA rules					
	Contractor Signature					
	Contractors Address					

# ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER BELOW 2.5 MILLION

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

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

#### 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 wok, 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 exits:-
  - (i) contractor causes a breach of any clause of the Contract;
  - 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.
  - 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:-

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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 other 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 nade 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all 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 bim 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.

Cluse - 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

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 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 worksunder 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

Clause - 18: Financial Assistance /Advance Payment.

- A) Mobilization advance is not allowed.
- (B) Secured Advance againstmaterials brought at site.
  - (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within definitely not for full quantities of materials for the entire 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 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 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 months from the date on which the work is completed.

Contractor