

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 21

***ANNUAL CONTRACT FOR ARRANGEMENT OF CEREMONY ON DIFFERENT EVENTS
& GATHERING IN SHAH FAISAL ZONE DMC KORANGI.***

PC Cost:-	Rs. 9,90,000/- Offer rate basis
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a). **Name of Procuring Agency** DMC Korangi
- (b). **Brief Description of Works** ***ANNUAL CONTRACT FOR ARRANGEMENT OF CEREMONY ON DIFFERENT EVENTS & GATHERING IN SHAH FAISAL ZONE DMC KORANGI.***
- (c). **Procuring Agency's address:-** 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.
- (d). **Estimated Cost:- Rs. 9,90,000/-**
- (e). **Amount of Bid Security:- Rs. 20,000/-** (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)
- (f). **Period of Bid Validity (days):-90 Days** (Not more than Ninety days).
- (g). **Security Deposit:-(including bid security):- 2%**
(in 10% of bid amount /estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%**
SRB 14%
- (i). **Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm**
- (j). **Venue, Time, and Date of Bid Opening:-** 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.
- (k). **Time for Completion from written order of commence: - 02 Months**
- (L). **Liquidity damages:- 2000/-** (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). **Deposit Receipt No: _____ Date: _____ Amount Rs. 2,000/-** :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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 prorated basis.

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

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

<i>Item No</i>	<i>Quantities</i>	<i>Description of item to be executed at Site</i>	<i>Rate</i>	<i>UNIT</i>	<i>Amount in Rupees</i>
1	2	3	4	5	6
NOT APPLICABLE					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01	25	Shamina VIP (Size 15 X 30)		Each Per Day	
02	200	Kanat		Each Per Day	
03	60	Round Table		Each Per Day	
04	100	Takat (2 ½ X5)		Each Per Day	
05	100	Chatai		Each Per Day	
06	100	Carpet (9X6)		Each Per Day	
07	10	Runner Carpet		Each Per Day	
08	2000	Chair		Each Per Day	
09	1000	Road Iron chair		Each Per Day	
10	2	Mercy/ Daira Large		Each Per Day	
11	20	Presidential Chair		Each Per Day	
12	1000	Plate Big		Each Per Day	
13	1000	Plate Small		Each Per Day	
14	20	VIP Sofa Set		Each Per Day	
15	20	Centter Table		Each Per Day	
16	10	Rostrum VIP Glass		Each Per Day	
17	40	Water Cooler Stainless Steel		Each Per Day	
18	40	Wash Basin Stainless Steel		Each Per Day	
19	1000	White Cover & Chair (Compete)		Each Per Day	
20	25	Shafen Dish		Each Per Day	
21	500	Decoration of Furniture per Head		Per Head	
22	100	VIP Glass		Each Per Day	
23	20	Labor/ Wetter		Per Head	
24	10	Step stairs		Each Per Day	
25	100	Jhaler		Each Per Day	
26	100	Chili Auto Bulb		Each Per Day	

27	100	Chili mili Rising		Each Per Day	
28	100	Saver Bulb		Each Per Day	
29	20	Tube Light 40 Watt		Each Per Day	
30	40	Pedestal Fan		Each Per Day	
31	100	Cable Charges per Meter		Each Per Day	
32	10	Generator 5 (KW)		Each Per Day	
33	2	Generator 50 (KW)		Each Per Day	
34	10	One Echo Chamber, Microphone along with two VIP Desk Speaker		Each Per Day	
35	5	Additional Speaker ModelSP-2		Each Per Day	
36	1000	Banners Clothe per Square Feet		P /Sft	
37	1000	Pena Flax scrim per Square feet		P /Sft	
38	400	MENU #04 Biryani Beef , Raita		Per Head	
39	100	MENU #06 Karahai /Qorma Chiken Naan Taftan		Per Head	
40	10	Biryani Chiken (10x15)		1 Daig	
41	200	Lunch Box # 01 Biryani Chiken, Raita Salad		Each Per Day	
42	200	Lunch Box # 02 Biryani Beef, Raita Salad		Each Per Day	
43	1000	Cold Drink		Each Per Day	
44	200	Tea, Green Tea		Each Per Day	
45	200	Mineral Water1.5 Ltr		Each Per Day	
46	1000	Mineral Water 500 ML		Each Per Day	
47	1000	Sharbat Rooh Afza		Each Per Day	
48	200	MENU #01 Tea, Biscuits, Chips Samosa, Vegetable Role, Banana		Per Head	
Total Amount Rs. _____					

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:

		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on A/R)	Rs.	
<u>03</u>	Part .C (item based on O/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p><u>For Office Use of DMC Korangi</u></p> <p>Verified BOQ by:</p> <hr/> <p align="center">E.E Korangi Signature with Stamp</p>
--

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

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(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 01

Improvement of Roads by Patch work in UC, 1 Shah Faisal Zone D.M.C Korangi.

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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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works *Improvement of Roads by Patch work in UC, 1 Shah Faisal Zone D.M.C Korangi.*

(c).Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi #
2 ½ Karachi

(d). Estimated Cost:- Rs. 9,93,608/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount
or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f).Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g).Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at
Committee Room District Municipal Corporation Korangi Karachi, 1st Floor
D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L).Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay,
but total not exceeding 10%).

(m). Deposit Receipt No: _____ Date: _____ Amount Rs.
2,000/- :(in words and figures) **Tow Thousand Only.**

**Executive Engineer
DMC Korangi**

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 prorated basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees										
1	2	3	4	5	6										
01	1125 cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	14,701/-										
02	1000 cft	Dismantling & removing of road metalling, i/c carpet of any description	Rs.605.00	%Cft	6,050/-										
03	6000 cft	Earth work excavation undressed lead upto a single throw of Kasi Phawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-										
04	8125 cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to 3 miles.	Rs.714.29	%cft	58,036/-										
05	4500 cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% cft	2,49,400/-										
		<p>Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">¾ (19.0 mm)</td> <td style="width: 50%;">½" (12.7 mm)</td> </tr> <tr> <td>3/8 (9.5 mm)</td> <td>No.4 (4.75 mm)</td> </tr> <tr> <td>No.10 (2.00 mm)</td> <td>No.20 (0.84 mm)</td> </tr> <tr> <td>No.40 (0.42 mm)</td> <td>No.80 (0.177 mm)</td> </tr> <tr> <td>No.220 (0.75 mm)</td> <td></td> </tr> </table> <p>Asphalt (60/70 grade)</p> <p>Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on</p>	¾ (19.0 mm)	½" (12.7 mm)	3/8 (9.5 mm)	No.4 (4.75 mm)	No.10 (2.00 mm)	No.20 (0.84 mm)	No.40 (0.42 mm)	No.80 (0.177 mm)	No.220 (0.75 mm)				
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No.10 (2.00 mm)	No.20 (0.84 mm)														
No.40 (0.42 mm)	No.80 (0.177 mm)														
No.220 (0.75 mm)															

06	16000 sft	loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.	Rs.4107.84	% sft	6,57,254/-
					Total Amount Rs. 9,93,608/-

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p>For Office Use of DMC Korangi</p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 02

Improvement of Roads by Patch work in UC, 2 Shah Faisal Zone

D.M.C Korangi.

PC Cost:-	Rs. 9,94,114/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works *Improvement of Roads by Patch work in UC, 2 Shah Faisal Zone D.M.C Korangi.*

(c).Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,94,114/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f).Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g).Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L).Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: _____ Date: _____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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 prorated basis.

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

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees										
1	2	3	4	5	6										
01	1150 cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	15,028/-										
02	1000 cft	Dismantling & removing of road metalling, i/c carpet of any description	Rs.605.00	%Cft	6,050/-										
03	6000 cft	Earth work excavation undressed lead upto a single throw of Kasi Phawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-										
04	8150 cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to 3 miles.	Rs.714.29	%cft	58,215/-										
05	4500 cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% cft	2,49,400/-										
		<p>Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">¾ (19.0 mm)</td> <td style="width: 50%;">½" (12.7 mm)</td> </tr> <tr> <td>3/8 (905 mm)</td> <td>No.4 93.76 mm)</td> </tr> <tr> <td>No.10 (2.00 mm)</td> <td>No.20 (0.84 mm)</td> </tr> <tr> <td>No.40 (0.42 mm)</td> <td>No.80 (0.177 mm)</td> </tr> <tr> <td>No.220 (0.75 mm)</td> <td></td> </tr> </table> <p>Asphalt (60/70 grade)</p> <p>Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled labor at even thickness of</p>	¾ (19.0 mm)	½" (12.7 mm)	3/8 (905 mm)	No.4 93.76 mm)	No.10 (2.00 mm)	No.20 (0.84 mm)	No.40 (0.42 mm)	No.80 (0.177 mm)	No.220 (0.75 mm)				
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No.40 (0.42 mm)	No.80 (0.177 mm)														
No.220 (0.75 mm)															

06	16000 sft	3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.	Rs.4107.84	% sft	6,57,254/-
Total Amount Rs.9,94,114/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:

		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)**Time Limit : 60 Calendar Days**Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)**Validity : 90+30 Days as per SPP Rules 2010****NOTE:**

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

For Office Use of DMC Korangi

Verified BOQ by:

E.E Korangi
Signature with Stamp

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 03

***Improvement of Roads by Patch work in UC, 3 Shah Faisal Zone D.M.C
Korangi.***

PC Cost:-	Rs. 9,91,082/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works *Improvement of Roads by Patch work in UC, 3 Shah Faisal Zone D.M.C Korangi.*

(c). Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,91,082/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g). Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L). Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
DMC Korangi**

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.

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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 contact 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees										
1	2	3	4	5	6										
01	1000cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	13,068/-										
02	1000cft	Dismantling & removing of road metalling, i/c carpet of any description	Rs.605.00	%Cft	6,050/-										
03	6000 cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-										
04	8000cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%cft	57,143/-										
05	4500cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% cft	2,49,400/-										
06	16000sft	<p>Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">¾ (19.0 mm)</td> <td style="width: 50%;">½" (12.7 mm)</td> </tr> <tr> <td>3/8 (905 mm)</td> <td>No.4 93.76 mm)</td> </tr> <tr> <td>No.10 (2.00 mm)</td> <td>No.20 (0.84 mm)</td> </tr> <tr> <td>No.40 (0.42 mm)</td> <td>No.80 (0.177 mm)</td> </tr> <tr> <td>No.220 (0.75 mm)</td> <td></td> </tr> </table> <p>Asphalt (60/70 grade) Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.</p>	¾ (19.0 mm)	½" (12.7 mm)	3/8 (905 mm)	No.4 93.76 mm)	No.10 (2.00 mm)	No.20 (0.84 mm)	No.40 (0.42 mm)	No.80 (0.177 mm)	No.220 (0.75 mm)		Rs.4107.84	% sft	6,57,254/-
¾ (19.0 mm)	½" (12.7 mm)														
3/8 (905 mm)	No.4 93.76 mm)														
No.10 (2.00 mm)	No.20 (0.84 mm)														
No.40 (0.42 mm)	No.80 (0.177 mm)														
No.220 (0.75 mm)															
Total Amount					Rs.9,91,082/-										

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

For Office Use of DMC Korangi

Verified BOQ by:

E.E Korangi
Signature with Stamp

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 04

***Improvement of Roads by Patch work in UC, 4 Shah Faisal Zone D.M.C
Korangi.***

PC Cost:-	Rs. 9,82,585/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works *Improvement of Roads by Patch work in UC, 4 Shah Faisal Zone D.M.C Korangi.*

(c).Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,82,585/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f).Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g).Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L).Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: _____ Date: _____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
DMC Korangi**

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 prorated basis.

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

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES**(A) Description and rate of Items based on Composite Schedule of Rates.**

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees
1	2	3	4	5	6
01	1250cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	16,335/-
02	6000 cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-
03	7200cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	51,429/-
04	4500cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,49,400/-
05	16000sft	Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight ¾ (19.0 mm) ½" (12.7 mm) 3/8 (9.5 mm) No.4 93.76 mm) No.10 (2.00 mm) No.20 (0.84 mm) No.40 (0.42 mm) No.80 (0.177 mm) No.220 (0.75 mm) Asphalt (60/70 grade) Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.	Rs.4107.84	% sft	6,57,254/-
Total Amount Rs. 9,82,585/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

Executive Engineer
DMC Korangi

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p>For Office Use of DMC Korangi</p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 05

***Improvement of Roads by Patch work in UC, 5 Shah Faisal Zone D.M.C
Korangi.***

PC Cost:-	Rs. 9,80,510/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works *Improvement of Roads by Patch work in UC, 5 Shah Faisal Zone D.M.C Korangi.*

(c).Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,80,510/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f).Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g).Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L).Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
DMC Korangi**

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.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES**(A) Description and rate of Items based on Composite Schedule of Rates.**

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees
1	2	3	4	5	6
01	1146cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	14,974/-
02	6000 cft	Earth work excavation undressed lead upto a single throw of Kasi Phawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-
03	7100cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	50,714/-
04	4500cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,49,400/-
05	16000sft	Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight ¾ (19.0 mm) ½" (12.7 mm) 3/8 (9.5 mm) No.4 93.76 mm) No.10 (2.00 mm) No.20 (0.84 mm) No.40 (0.42 mm) No.80 (0.177 mm) No.220 (0.75 mm) Asphalt (60/70 grade) Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.	Rs.4107.84	% sft	6,57,254/-
Total Amount Rs. 9,80,510/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:

		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p>For Office Use of DMC Korangi</p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 06

***Improvement of Roads by Patch work in UC, 6 Shah Faisal Zone D.M.C
Korangi.***

PC Cost:-	Rs. 9,42,125/-
Bid Security:-	Rs. 19,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works *Improvement of Roads by Patch work in UC, 6 Shah Faisal Zone D.M.C Korangi.*

(c). Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,42,125/-

(e). Amount of Bid Security:- Rs. 19,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g). Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L). Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

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1	2	3	4	5	6										
01	6000 cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-										
02	3822.5cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	27,304/-										
03	4500cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,49,400/-										
04	16000sft	Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight <table style="margin-left: 20px; border: none;"> <tr> <td style="padding-right: 20px;">¾ (19.0 mm)</td> <td>½" (12.7 mm)</td> </tr> <tr> <td style="padding-right: 20px;">3/8 (9.5 mm)</td> <td>No.4 93.76 mm</td> </tr> <tr> <td style="padding-right: 20px;">No.10 (2.00 mm)</td> <td>No.20 (0.84 mm)</td> </tr> <tr> <td style="padding-right: 20px;">No.40 (0.42 mm)</td> <td>No.80 (0.177 mm)</td> </tr> <tr> <td style="padding-right: 20px;">No.220 (0.75 mm)</td> <td></td> </tr> </table> Asphalt (60/70 grade) Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.	¾ (19.0 mm)	½" (12.7 mm)	3/8 (9.5 mm)	No.4 93.76 mm	No.10 (2.00 mm)	No.20 (0.84 mm)	No.40 (0.42 mm)	No.80 (0.177 mm)	No.220 (0.75 mm)		Rs.4107.84	% sft	6,57,254/-
¾ (19.0 mm)	½" (12.7 mm)														
3/8 (9.5 mm)	No.4 93.76 mm														
No.10 (2.00 mm)	No.20 (0.84 mm)														
No.40 (0.42 mm)	No.80 (0.177 mm)														
No.220 (0.75 mm)															
Total Amount Rs. 9,42,125/-															

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p>For Office Use of DMC Korangi</p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 07

***Improvement of Roads by Patch work in UC, 7 Shah Faisal Zone D.M.C
Korangi.***

PC Cost:-	Rs. 9,93,103/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works *Improvement of Roads by Patch work in UC, 7 Shah Faisal Zone D.M.C Korangi.*

(c).Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,93,103/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f).Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g).Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L).Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: _____ Date: _____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ)DMC Korangi**

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 prorated basis.

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

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES**(A) Description and rate of Items based on Composite Schedule of Rates.**

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees
1	2	3	4	5	6
01	1100cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	14,375/-
02	1000 cft	Dismantling & removing of road metalling, i/c carpet of any description	Rs. 605.00	% Cft	6,050/-
03	6000 cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-
04	8100cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	57,857/-
05	4500cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,49,400/-
06	16000sft	Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight ¾ (19.0 mm) ½" (12.7 mm) 3/8 (905 mm) No.4 93.76 mm No.10 (2.00 mm) No.20 (0.84 mm) No.40 (0.42 mm) No.80 (0.177 mm) No.220 (0.75 mm) Asphalt (60/70 grade) Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.	Rs.4107.84	% sft	6,57,254/-
Total Amount Rs. 9,93,103/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p>For Office Use of DMC Korangi</p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 08

Improvement of Roads by Patches in Green Town Shah Faisal Zone

D.M.C Korangi UC No 5

PC Cost:-	Rs. 9,92,092/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works improvement of roads by patches in green town shah faisal zone d.m.c korangi uc no 5

(c). Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,92,092/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g). Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L). Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: _____ Date: _____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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 prorated basis.

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

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES**(A) Description and rate of Items based on Composite Schedule of Rates.**

<i>Item No</i>	<i>Quantities</i>	<i>Description of item to be executed at Site</i>	<i>Rate</i>	<i>UNIT</i>	<i>Amount in Rupees</i>
1	2	3	4	5	6
01	1050cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	13,721/-
02	1000 cft	Dismantling & Removing of road metalling.	Rs. 605.00	% Cft	6,050/-
03	6000 cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-
04	8050cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	57,500/-
05	4500cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,49,400/-
		Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight $\frac{3}{4}$ (19.0 mm) $\frac{1}{2}$ " (12.7 mm) $\frac{3}{8}$ (9.5 mm) No.4 93.76 mm) No.10 (2.00 mm) No.20 (0.84 mm) No.40 (0.42 mm) No.80 (0.177 mm) No.220 (0.75 mm) Asphalt (60/70 grade) Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer			

06	16000sft	in charge, laying asphalt carpet manually with skilled labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.	Rs.4107.84	% sft	6,57,254/-
Total Amount Rs. 9,92,092/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

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Validity : 90+30 Days as per SPP Rules 2010

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- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p>For Office Use of DMC Korangi</p> <p>Verified BOQ by:</p> <p>_____ E.E Korangi Signature with Stamp</p>
--

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
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03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

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<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
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03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 09

***Improvement / Patch repair of Roads in Rafah-e-Aam Society UC 6
Shah Faisal Zone D.M.C Korangi.***

PC Cost:-	Rs. 9,92,598/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

Instructions to Bidders/ Procuring Agencies.

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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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Improvement / Patch repair of Roads in Rafah-e-Aam Society UC 6 Shah Faisal Zone D.M.C Korangi.

(c). Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,92,598/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g). Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L). Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES**(A) Description and rate of Items based on Composite Schedule of Rates.**

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees
1	2	3	4	5	6
01	1075cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	14,048/-
02	1000 cft	Dismantling & Removing of road metalling.	Rs. 605.00	% Cft	6,050/-
03	6000 cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-
04	8075cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	57,679/-
05	4500cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,49,400/-
		Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight ¾ (19.0 mm) ½" (12.7 mm) 3/8 (905 mm) No.4 93.76 mm) No.10 (2.00 mm) No.20 (0.84 mm) No.40 (0.42 mm) No.80 (0.177 mm) No.220 (0.75 mm) Asphalt (60/70 grade)			

06	16000sft	<p>Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO.</p> <p>And as directed by engineer in charge.</p>	Rs.4107.84	% sft	6,57,254/-
Total Amount Rs. 9,92,598/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p>For Office Use of DMC Korangi</p> <p>Verified BOQ by:</p> <p>_____ E.E Korangi Signature with Stamp</p>
--

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 10

***Improvement of Roads by Patch work in EidGah Road in Shah Faisal
Zone D.M.C Korangi.***

PC Cost:-	Rs. 9,88,812/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Improvement of Roads by Patch work in EidGah Road in Shah Faisal Zone D.M.C Korangi.

(c).Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,88,812/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f).Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g).Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L).Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees										
1	2	3	4	5	6										
01	1562.5 cft	Dismantling plain cement 1:3:6	Rs.1306.80	%Cft	20,419/-										
02	6000 cft	Earth work excavation undressed lead upto a single throw of Kasi Phawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-										
03	7500 cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	53,572/-										
04	4500 cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,49,400/-										
		<p>Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">¾ (19.0 mm)</td> <td style="width: 50%;">½" (12.7 mm)</td> </tr> <tr> <td>3/8 (905 mm)</td> <td>No.4 93.76 mm)</td> </tr> <tr> <td>No.10 (2.00 mm)</td> <td>No.20 (0.84 mm)</td> </tr> <tr> <td>No.40 (0.42 mm)</td> <td>No.80 (0.177 mm)</td> </tr> <tr> <td>No.220 (0.75 mm)</td> <td></td> </tr> </table> <p>Asphalt (60/70 grade) Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled</p>	¾ (19.0 mm)	½" (12.7 mm)	3/8 (905 mm)	No.4 93.76 mm)	No.10 (2.00 mm)	No.20 (0.84 mm)	No.40 (0.42 mm)	No.80 (0.177 mm)	No.220 (0.75 mm)				
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No.40 (0.42 mm)	No.80 (0.177 mm)														
No.220 (0.75 mm)															

05	16000 sft	labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.	Rs.4107.84	% sft	6,57,254/-
Total Amount Rs. 9,88,812/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p>For Office Use of DMC Korangi</p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 11

**Improvement of Roads by Patches in Golden Town ShahFaisal Zone
D.M.C Korangi.**

PC Cost:-	Rs. 9,93,763/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Improvement of Roads by Patches in Golden Town ShahFaisal Zone D.M.C Korangi.

(c).Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,93,763/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f).Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g).Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L).Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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 prorated basis.

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

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees										
1	2	3	4	5	6										
01	1100 cft	Dismantling plain cement 1:3:6	Rs.1306.80	%Cft	14,375/-										
02	1050 cft	Dismantling & removal of road metalling	Rs. 605.00	%Cft	6,352/-										
03	6000 cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	8,167/-										
04	8150cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	58,215/-										
05	4500cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,49,400/-										
		<p>Providing and laying single layer of 3 CM compacted thickness of premixed asphalt concrete wearing course on the following job mix formula. US standard sieve % passing by Weight</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">¾ (19.0 mm)</td> <td style="width: 50%;">½" (12.7 mm)</td> </tr> <tr> <td>3/8 (905 mm)</td> <td>No.4 93.76 mm)</td> </tr> <tr> <td>No.10 (2.00 mm)</td> <td>No.20 (0.84 mm)</td> </tr> <tr> <td>No.40 (0.42 mm)</td> <td>No.80 (0.177 mm)</td> </tr> <tr> <td>No.220 (0.75 mm)</td> <td></td> </tr> </table> <p>Asphalt (60/70 grade)</p> <p>Mix Use of natural and in original form is strictly prohibited in job mix formula .Prior to paving a pre-mixed asphalt concrete surface shall be cut in regular or rectangular pattern by manual or mechanical mean even depth. Cleaning</p> <p>read surface with iron brush excavating all debris earth and concrete from the entire road surface removing the asphalt cutting. Brushing and excavated material by mechanical, mean to the site designated by the engineer in charge, laying asphalt carpet manually with skilled</p>	¾ (19.0 mm)	½" (12.7 mm)	3/8 (905 mm)	No.4 93.76 mm)	No.10 (2.00 mm)	No.20 (0.84 mm)	No.40 (0.42 mm)	No.80 (0.177 mm)	No.220 (0.75 mm)				
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No.40 (0.42 mm)	No.80 (0.177 mm)														
No.220 (0.75 mm)															

06	16000sft	labor at even thickness of 3 cm and AASHTO density during laying asphalt concrete temperature shall less than 140 CG. Asphalt concrete minimum 1000 Kilo gram stability and 20% maximum on loose of stability at marshal test criteria all the material and methodology shall fully comply to test specification AASHTO. And as directed by engineer in charge.	Rs.4107.84	% sft	6,57,254/-
Total Amount Rs. 9,93,763/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p>For Office Use of DMC Korangi</p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 12

**Improvement /Repair of Nallah in different places Uc No 01,02& 03
ShahFaisal Zone D.M.C Korangi.**

PC Cost:-	Rs. 9,98,156/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Improvement /Repair of Nallah in different places
Uc No 01,02& 03 ShahFaisal Zone D.M.C Korangi.

(c).Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,98,156/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f).Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g).Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L).Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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 prorated basis.

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

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

<i>Item No</i>	<i>Quantities</i>	<i>Description of item to be executed at Site</i>	<i>Rate</i>	<i>UNIT</i>	<i>Amount in Rupees</i>
1	2	3	4	5	6
01	100Cft	Dismantling RCC work 1,2,4 etc	5445.0	% cft	5,445/-
02	1200 Cft	Excavation in foundation of building bridge and other structure i/c dagbelling dressing refilling with in ordinary soil (4/18)	3176.25	%cft	3,811/-
03	10000 cft	Cartage of sand bajri building rubbish loading unloading lead up to 10 miles	714.29	% cft	71,429/-
04	200 cft	Cement concrete brick or stone ballasts 1.5 to 2" gauge (b) ratio 1,4,8 (17/4)	11288.75	% cft	22,577/-
05	1500 cft	Reinforcement cement concrete work i/c all labour (a) RCC work in roof slab, beam, column rafts and other structure members laid in situ or pre cast laid in position complete in all respect.(i) Ratio 1,2,4.	337.00	P/cft	5,05,500/-
06	46.87Cwt	Fabrication of mild steel reinforcement for cement and	5001.70	P/cwt	2,34,430/-
07	1600 Sft	Exaction of removal of centering of RCC for plain cement concurrent work of portal wood vertical.	3127.41	% sft	50,039/-
08	422Cft	Providing & laying 1:3:6 cement concrete solid block masonry wall 6" and below in thickness set in 1.6 cement sand mortar in ground floor super structure including raking out joints and curing etc. complete more than 6" think (22/23)	14268.53	% cft	60,213/-
09	1600 Sft	Cement plasters 1:4 up to 20 feet height. (58/11)	2283.93	% sft	36,543/-
10	950 sft	White washing two coats etc	859.90	% sft	8,169/-
Total Amount Rs. 9,98,156/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

For Office Use of DMC Korangi

Verified BOQ by:

E.E Korangi
Signature with Stamp

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 13

**Improvement /Repair of Nallah along Muhammad Pur UC No 4 & UC
No 5 Shah Faisal Zone D.M.C Korangi.**

PC Cost:-	Rs. 9,98,586/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Improvement /Repair of Nallah along Muhammad Pur UC No 4& UC No 5 Shah Faisal Zone D.M.C Korangi.

(c).Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,98,586/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f).Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g).Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L).Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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 prorated basis.

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

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- (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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

<i>Item No</i>	<i>Quantities</i>	<i>Description of item to be executed at Site</i>	<i>Rate</i>	<i>UNIT</i>	<i>Amount in Rupees</i>
1	2	3	4	5	6
01	100Cft	Dismantling RCC work 1,2,4 etc	5445.0	% cft	5,445/-
02	1200 Cft	Excavation in foundation of building bridge and other structure i/c dagbelling dressing refilling with in ordinary soil (4/18)	3176.25	%cft	3,811/-
03	10000 cft	Cartage of sand bajri building rubbish loading unloading lead up to 10 miles	714.29	% cft	71,429/-
04	200 cft	Cement concrete brick or stone ballasts 1.5 to 2" gauge (b) ratio 1,4,8 (17/4)	11288.75	% cft	22,577/-
05	1500 cft	Reinforcement cement concrete work i/c all labour (a) RCC work in roof slab, beam, column rafts and other structure members laid in situ or pre cast laid in position complete in all respect.(i) Ratio 1,2,4.	337.00	P/cft	5,05,500/-
06	46.87Cwt	Fabrication of mild steel reinforcement for cement and	5001.70	P/cwt	2,34,430/-
07	1600 Sft	Exaction of removal of centering of RCC for plain cement concurrent work of portal wood vertical.	3127.41	% sft	50,039/-
08	422Cft	Providing & laying 1:3:6 cement concrete solid block masonry wall 6" and below in thickness set in 1.6 cement sand mortar in ground floor super structure including raking out joints and curing etc. complete more than 6" think (22/23)	14268.53	% cft	60,213/-
09	1600 Sft	Cement plasters 1:4 up to 20 feet height. (58/11)	2283.93	% sft	36,543/-
10	1000 sft	White washing two coats etc	859.90	% sft	8,599/-
Total Amount Rs. 9,98,586/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

For Office Use of DMC Korangi

Verified BOQ by:

E.E Korangi
Signature with Stamp

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 14

**Repair/Maintenance of Office Building in Shah Faisal Zone D.M.C
Korangi.**

PC Cost:-	Rs. 9,91,212/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Repair/Maintenance of Office Building in Shah Faisal Zone D.M.C Korangi.

(c). Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,91,212/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g). Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L). Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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 prorated basis.

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

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

<i>Item No</i>	<i>Quantities</i>	<i>Description of item to be executed at Site</i>	<i>Rate</i>	<i>UNIT</i>	<i>Amount in Rupees</i>
1	2	3	4	5	6
01	5000 Cft	Dismantling & Removal of CC 1;3;6 etc	1306.80	% cft	65,340/-
02	4400 Cft	Providing & laying 1:3:6 cement concrete solid block masonry wall 6" thick i/c finishing curing etc complete.	14268.53	% cft	6,27,815/-
03	1500 Sft	Cement plasters 1:4 up to 20 feet height. (58/11)	2283.93	% sft	34,259/-
04	42sft	P/F in position Aluminum channeling framing for sliding windows ALCOP made with 5mm thick tinted glass locking etc complete	1507.66	per sft	63,322/-
05	1000sft	Distemper two coats approved	1043.90	% sft	10,439/-
06	1800 cft	Painting on Doors windows etc	1160.06	% cft	20,881/-
07	400 Sft	P/laying 2" thick CC topping 1:2:4i/c finishing curing etc complete.	3275.50	% sft	13,102/-
08	200 Sft	Providing and fixing National Half glazed floor tiles laid over base of 1;3 Cement sand,	21021.11	% sft	42,042/-
09	01 No	S/F fiber glass tank of approved quality timing platform CC in let out 250 gallons wall thickness 35mm	21989.61	Each	21,989/-
10	02 No	P/F WC pan white glazed earthen ware 23" clear opening cost of flushing	5044.60	Each	10,089/-
11	02 No	P/F 24"x18" lavatory basin glazed earthen ware complete i/c bracket into well making good in CC 1;2;4 complete etc	4253.70	Each	8,507/-
12	100 rft	P/F 4" dia CI soil vent pipe i/c cutting fitting etc complete	333.29	Rft	33,329/-
13	200 rft	Providing G.I Pipe spiels i/c cutting fitting work of good making testing with nuts ½" dia	73.21	Rft	14,642/-
14	04 No	S/F CP bib cock standard ½"	150.92	Each	604/-
15	02 No	P/F handle valve ½" thick dia	200.42	Each	401/-
16	02 No	P/F Towel rail 30" long standard ¾"	1269.95	Each	2,539/-
17	02 No	P/F 24"x18" beveled edge mirror with hard board CP serene etc.	1711.60	Each	3,423/-
18	02 No	S/F Muslim shower with pipe etc complete.	1122.00	Each	2,244/-
19	02 No	S/F Bath room accessories set 7 pieces approved Design.	8122.40	Each	16,245/-
Total Amount Rs. 9,91,212/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

For Office Use of DMC Korangi

Verified BOQ by:

E.E Korangi
Signature with Stamp

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 15

**Improvement/Repair of Shah Faisal Library in UC, 3 Shah Faisal Zone
D.M.C Korangi.**

PC Cost:-	Rs. 7,92,500/-
Bid Security:-	Rs. 16,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Improvement/Repair of Shah Faisal Library in UC, 3 Shah Faisal Zone D.M.C Korangi.

(c). Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

d). Estimated Cost:- Rs. 7,92,500/-

(e). Amount of Bid Security:- Rs. 16,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g). Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L). Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

<i>Item No</i>	<i>Quantities</i>	<i>Description of item to be executed at Site</i>	<i>Rate</i>	<i>UNIT</i>	<i>Amount in Rupees</i>
1	2	3	4	5	6
01	378Cft	Dismantling & Removal of CC 1;3;6 etc	1306.80	% cft	4,940/-
02	355Cft	Providing & laying 1:3:6 cement concrete solid block masonry wall 6" thick i/c finishing curing etc complete.	14268.53	% cft	50,653/-
03	1552 Sft	Cement plasters 1:4 up to 20 feet height. (58/11)	2283.93	% sft	35,447/-
04	212sft	P/F in position Aluminum channeling framing for sliding windows ALCOP made with 5mm thick tinted glass locking etc complete	1507.66	Per sft	3,19,624/-
05	10880sft	Distemper two coats approved	1043.90	% sft	1,13,576/-
06	1104cft	Painting on Doors windows etc	1160.06	% cft	12,807/-
07	160Sft	P/laying 2" thick CC topping 1:2:4i/c finishing curing etc complete.	3275.50	% sft	5,241/-
08	160Sft	Providing and fixing National Half glazed floor tiles laid over base of 1;3 Cement sand,	21021.11	% sft	33,634/-
09	01 No	S/F fiber glass tank of approved quality timing platform CC in let out 250 gallons wall thickness 35mm	21989.61	Each	21,989/-
10	4500 sft	Providing surface Matt finish paint paint of app; make shade etc complete.	1989.62	% sft	89,533/-
11	01 No	P/F WC pan white glazed earthen ware 23" clear opening cost of flushing	5044.60	Each	5,045/-
12	01 No	P/F 24"x18" lavatory basin glazed earthen ware complete i/c bracket into well making good in CC 1;2;4 complete etc	4253.70	Each	4,254/-
13	20rft	P/F 4" dia CI soil vent pipe i/c cutting fitting etc complete	333.29	Rft	6,666/-
14	50rft	Providing G.I Pipe spiels i/c cutting fitting work of good making testing with nuts ½" dia	73.21	Rft	3,660/-
15	04 No	S/F CP bib cock standard ½"	150.92	Each	604/-
16	02 No	P/F handle valve ½" thick dia	200.42	Each	401/-
17	01 No	P/F Towel rail 30" long standard ¾"	1269.95	Each	1,270/-
18	01 No	P/F 24"x18" beveled edge mirror with hard board CP serene etc.	1711.60	Each	1,712/-
19	01 No	S/F Muslim shower with pipe etc complete.	1122.00	Each	1,122/-
20	01 No	S/F Bath room accessories set 7 pieces approved Design.	8122.40	Each	8,122/-
21	400 sft	Supplying & Fixing iron steel grill ¾"x¼" flate iron etc complete weight not less then 3.7 lbs.	180.50	P/sft	72,200/-
Total Amount Rs. 7,92,500/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

For Office Use of DMC Korangi

Verified BOQ by:

E.E Korangi
Signature with Stamp

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 16

Improvement of CC Flooring in Shah Faisal Zone D.M.C Korangi.

PC Cost:-	Rs. 9,99,173/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a). **Name of Procuring Agency** DMC Korangi
- (b). **Brief Description of Works** Improvement of CC Flooring in Shah Faisal Zone D.M.C Korangi.
- (c). **Procuring Agency's address:-** 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.
- (d). **Estimated Cost:- Rs. 9,99,173/-**
- (e). **Amount of Bid Security:- Rs. 20,000/-** (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)
- (f). **Period of Bid Validity (days):-90 Days** (Not more than Ninety days).
- (g). **Security Deposit:-(including bid security):- 2%**
(in 10% of bid amount /estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%**
- (i). **Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm**
- (j). **Venue, Time, and Date of Bid Opening:-** 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.
- (k). **Time for Completion from written order of commence: - 02 Months**
- (L). **Liquidity damages:- 2000/-** (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). **Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/-** :(in words and figures) Two Thousand Only.

**Executive Engineer
(SFZ) DMC Korangi**

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;
 - (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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

<i>Item No</i>	<i>Quantities</i>	<i>Description of item to be executed at Site</i>	<i>Rate</i>	<i>UNIT</i>	<i>Amount in Rupees</i>
1	2	3	4	5	6
01	100Cft	Dismantling & Removal of CC 1;3;6 etc	1306.80	% cft	1,307/-
02	8500 cft	Excavation in foundation of building bridges other structure in ordinary soil etc.	3176.25	% cft	26,998/-
03	8500 cft	Cartage of sand earth building rubbish i/c all lead and lift etc complete.	714.29	% cft	60,715/-
04	6375Cft	P/L Aggregate Base Course in required thickness to proper camber and grade as per modified specification AASHTO.	5542.24	% cft	3,53,318/-
05	17000Sft	P/laying 2" thick CC topping 1:2:4 i/c finishing curing etc complete.	3275.50	% sft	5,56,835/-
Total Amount Rs. 9,99,173/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p><u>For Office Use of DMC Korangi</u></p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>
--

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

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Eligibility / Qualification Criteria

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Qualification Criteria

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03	Required Bid security may be attached.
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EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 17

**Improvement of road near HUR Imam Bargah Green town D.M.C
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PC Cost:-	Rs. 9,99,133/-
Bid Security:-	Rs. 20,000/-
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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.

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(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a). **Name of Procuring Agency** DMC Korangi
- (b). **Brief Description of Works** Improvement of road near HUR Imam Bargah
Green town D.M.C Koerangi.
- (c). **Procuring Agency's address:-** 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.
- (d). **Estimated Cost:- Rs. 9,99,133/-**
- (e). **Amount of Bid Security:- Rs. 20,000/-** (Fill in lump sum amount
or in 2% of bid amount /estimated cost, but not exceeding 5%)
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- (g). **Security Deposit:-(including bid security):- 2%**
(in 10% of bid amount /estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%**
- (i). **Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm**
- (j). **Venue, Time, and Date of Bid Opening:-** 3:00 PM on 27-11-2015 at
Committee Room District Municipal Corporation Korangi Karachi, 1st Floor
D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.
- (k). **Time for Completion from written order of commence: - 02 Months**
- (L). **Liquidity damages:- 2000/-** (0.05 of Estimated Cost or Bid cost per day of delay,
but total not exceeding 10%).
- (m). **Deposit Receipt No:_____ Date:_____ Amount Rs.**
2,000/- :(in words and figures) Two Thousand Only.

**Executive Engineer
(SFZ) DMC Korangi**

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 prorated basis.

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

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees
1	2	3	4	5	6
01	2292cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	29,947/-
02	5000cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	6,806/-
03	5000cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	35,714/-
04	3750cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,07,834/-
05	10000sft	Providing and spraying Prime coat with slow setting emulsified asphalt of 60/70 grade. Tack coat shall be used @ 11 litre % sft mixed with adequate quantity of kerosene oil at 70 degree C.G after completely cleaning the road surface. Under compliance of AASHTO specifications.	Rs.7.00	P/Sft	70,000/-
06	10000sft	Laying in Proper level and grade plant mixed Asphalt concrete paver finished (Hydraulic/electronic control) prepared to specified formula according to job Mix formula approved by Engineer Incharge including rolling and finishing to proper line grade level and camber etc., complete. Rate includes tack coat with bitumen 80/100 penetration and all cot of materials roller T&P supply to plant and plant-site of work. 4CM thick compacted	Rs.6488.32	% Sft	6,48,832/-
Total Amount Rs. 9,99,133/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

For Office Use of DMC Korangi

Verified BOQ by:

E.E Korangi
Signature with Stamp

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 18

**Improvement of Road from Milk Shop to Azhar center Green Town
Shah Faisal Zone D.M.C Korangi.**

PC Cost:-	Rs. 9,96,411/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Improvement of Road from Milk Shop to Azhar center Green Town Shah Faisal Zone D.M.C Korangi.

(c). Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,96,411/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g). Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.v

(k). Time for Completion from written order of commence: - 02 Months

(L). Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: _____ Date: _____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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;
 - (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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees
1	2	3	4	5	6
01	2083.3cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	27,225/-
02	5000cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	6,806/-
03	5000cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	35,714/-
04	3750cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,07,834/-
05	10000sft	Providing and spraying Prime coat with slow setting emulsified asphalt of 60/70 grade. Tack coat shall be used @ 11 litre % sft mixed with adequate quantity of kerosene oil at 70 degree C.G after completely cleaning the road surface. Under compliance of AASHTO specifications.	Rs.7.00	P/Sft	70,000/-
06	10000sft	Laying in Proper level and grade plant mixed Asphalt concrete paver finished (Hydraulic/electronic control) prepared to specified formula according to job Mix formula approved by Engineer Incharge including rolling and finishing to proper line grade level and camber etc., complete. Rate includes tack coat with bitumen 80/100 penetration and all cot of materials roller T&P supply to plant and plant-site of work. 4CM thick compacted	Rs.6488.32	% Sft	6,48,832/-
Total Amount Rs. 9,96,411/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p><u>For Office Use of DMC Korangi</u></p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>
--

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 19

**Improvement of Road from SoherWardia Masjid to Street No 06 Shah
Faisal Zone D.M.C Korangi.**

PC Cost:-	Rs. 9,98,589/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Improvement of Road from SoherWardia Masjid to Street No 06 Shah Faisal Zone D.M.C Korangi.

(c). Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,98,589/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g). Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L). Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No:_____ Date:_____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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 prorated basis.

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

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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.

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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 contact 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees
1	2	3	4	5	6
01	2250 cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	29,403/-
02	5000cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	6,806/-
03	5000cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	35,714/-
04	3750cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,07,834/-
05	10000sft	Providing and spraying Prime coat with slow setting emulsified asphalt of 60/70 grade. Tack coat shall be used @ 11 litre % sft mixed with adequate quantity of kerosene oil at 70 degree C.G after completely cleaning the road surface. Under compliance of AASHTO specifications.	Rs.7.00	P/Sft	70,000/-
06	10000sft	Laying in Proper level and grade plant mixed Asphalt concrete paver finished (Hydraulic/electronic control) prepared to specified formula according to job Mix formula approved by Engineer Incharge including rolling and finishing to proper line grade level and camber etc., complete. Rate includes tack coat with bitumen 80/100 penetration and all cot of materials roller T&P supply to plant and plant-site of work. 4CM thick compacted	Rs.6488.32	% Sft	6,48,832/-
Total Amount Rs. 9,98,589/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u><i>In Figure</i></u>	<u><i>In Words</i></u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on O/R)	Rs.	
<u>03</u>	Part .C (item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words _____

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

For Office Use of DMC Korangi

Verified BOQ by:

E.E Korangi
Signature with Stamp

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

DMC KORANGI.

Work No. 20

**Improvement of Road from Main Road to Asif School Green Town
Shah Faisal Zone D.M.C Korangi.**

PC Cost:-	Rs. 9,97,772/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 2,000/-

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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). Name of Procuring Agency DMC Korangi

(b). Brief Description of Works Improvement of Road from Main Road to Asif School Green Town Shah Faisal Zone D.M.C Korangi.

(c). Procuring Agency's address:- 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(d). Estimated Cost:- Rs. 9,97,772/-

(e). Amount of Bid Security:- Rs. 20,000/- (Fill in lump sum amount or in 2% of bid amount /estimated cost, but not exceeding 5%)

(f). Period of Bid Validity (days):-90 Days (Not more than Ninety days).

(g). Security Deposit:-(including bid security):- 2%
(in 10% of bid amount /estimated cost equal to 10%)

(h). Percentage, if any, to be deducted from bills :- R.M 8% + I.Tax 7.50%

(i). Deadline for Submission of Bids along with time :- 27-11-2015 Time : 2:00 Pm

(j). Venue, Time, and Date of Bid Opening:- 3:00 PM on 27-11-2015 at Committee Room District Municipal Corporation Korangi Karachi, 1st Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi.

(k). Time for Completion from written order of commence: - 02 Months

(L). Liquidity damages:- 2000/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: _____ Date: _____ Amount Rs. 2,000/- :(in words and figures) **Two Thousand Only.**

**Executive Engineer
(SFZ) DMC Korangi**

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;
 - (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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

Contractor

**Executive Engineer
DMC Korangi**

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be executed at Site	Rate	UNIT	Amount in Rupees
1	2	3	4	5	6
01	2187.5 cft	Dismantling plain cement 1:3:6 i/c disposed off with in one chain.	Rs.1306.80	%Cft	28,586/-
02	5000cft	Earth work excavation undressed lead upto a single throw of KasiPhawarah or shavel in ordinary soil.	Rs.1361.25	%Cft	6,806/-
03	5000cft	Cartage of 100 cft/5 ton of all material likes on aggregates spawl coal lime surkhi etc. B.G. Rail fastening points and crossing bridges guarders, pipes shade rain, M.S Bars etc or 100 Nos Bricks 10x5x3 pr 100 moulds of fuel wood by trucks of any other mean owned by the contractor lead up to3 miles.	Rs.714.29	%Cft	35,714/-
04	3750cft	Preparing base course by supplying and spreading Aggrtegate Base Course in required thickness to proper camber and grade in one or more layers.ABC shall be consist of crushed hard gravel or stone fragment, it shall be clean and free from organic matters, lums, clay and other deleterious. i/e watering and compacting to achieve 100% density as per modified AASHTO specification (Rate includes providing using camber plates, templates, screens as directed).	Rs.5542.24	% Cft	2,07,834/-
05	10000sft	Providing and spraying Prime coat with slow setting emulsified asphalt of 60/70 grade. Tack coat shall be used @ 11 litre % sft mixed with adequate quantity of kerosene oil at 70 degree C.G after completely cleaning the road surface. Under compliance of AASHTO specifications.	Rs.7.00	P/Sft	70,000/-
06	10000sft	Laying in Proper level and grade plant mixed Asphalt concrete paver finished (Hydraulic/electronic control) prepared to specified formula according to job Mix formula approved by Engineer Incharge including rolling and finishing to proper line grade level and camber etc., complete. Rate includes tack coat with bitumen 80/100 penetration and all cot of materials roller T&P supply to plant and plant-site of work. 4CM thick compacted	Rs.6488.32	% Sft	6,48,832/-
Total Amount Rs. 9,97,772/-					

----- % above/below on the rates of CSR.

Total Rupees In Words : _____

Contractor

**Executive Engineer
DMC Korangi**

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
01					
02					
03		NOT APPLICABLE			
04					
05					
06					

Total Rupees _____

In Words _____

**Executive Engineer
DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

I/We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) _____ %Below/ Above	Rs.	
<u>02</u>	Part .B (item based on A/R)	Rs.	
<u>03</u>	Part .C (item based on O/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. _____ In Words

_____ for the complete job for all schedule of rate & offer rates(which ever is included in the BOQ).

I/We have attached a Bid Security amounting to Rs. _____/- as per NIT is shape of pay order bearing No. _____ dated _____ issued from _____.
(Bank)

Time Limit : 60 Calendar Days

Penalty Per Day: **Rs. 2,000/-** per day (Max.10% of Sanctioned Cost)

Validity : 90+30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volumn-I) and available DMC Korangi and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

<p><u>For Office Use of DMC Korangi</u></p> <p>Verified BOQ by:</p> <p>_____</p> <p>E.E Korangi Signature with Stamp</p>
--

Signature of the contractor with stamp

Address: _____



OFFICE OF THE EXECUTIVE ENGINEER

DMC KORANGI

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

Eligibility / Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	NTN.
02	Registration with Sindh Revenue Board (SRB).
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million).

Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 10.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

EXECUTIVE ENGINEER
DMC KORANGI.



OFFICE OF THE EXECUTIVE ENGINEER DMC KORANGI

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EXECUTIVE ENGINEER
DMC KORANGI.
 Executive Engineer
 Shah Faisal Zone, D.M.C.
 Korangi, Karachi.