

From:

Section Officer (Esst).

# TENDER DOCUMENT



**FOR**

**PROCUREMENT OF**

**(Furniture & fixture of Main Building of Sindh  
Governor House Karachi)**

**REFERENCE# SOE(MSG)4(91)2014-15**

**MILITARY SECRETARY WING, SINDH  
GOVERNOR HOUSE KARACHI**

# TENDER DOCUMENT



**FOR**

**PROCUREMENT OF**

**(Furniture & fixture of Main Building of Sindh  
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**REFERENCE# SOE(MSG)4(91)2014-15**

**MILITARY SECRETARY WING, SINDH  
GOVERNOR HOUSE KARACHI**

From:

Section Officer (Esst),  
Military Secretary Wing  
Sindh Governor House, Karachi

To:

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Cell no:

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INVITATION TO TENDER NO. SOE(MSG)4(91)2014-15

- 1) You are hereby invited to submit your tender for the articles as per specifications and condition of schedule given in the Tender subject.
- 2) The contract resulting from this invitation to tender shall be governed by the SPP Rules, 2010 (amended 2013).
- 3) The tenderer quoting against this invitation to Tender shall be deemed to have read and understood the conditions there in and particulars of the goods and their specifications etc.
- 4) The tenderer shall quote on the prescribed schedule to this invitation to Tender, on the basis indicated therein and shall sign the certificate given therein. In case there is any deviation, it should be clearly stated by the tenderer, otherwise it will be presumed that offer is strictly in accordance with the requirements of the tender notice.
- 5) In the case of offers for supply of goods/articles from within the country, price quoted shall be inclusive of all taxes (present & future) duties and charges for packing, marking, handling etc.
- 6) The goods is required for delivery as stated in the schedule. If, however, it is not possible to give delivery by the specified date, the tenderer shall give guaranteed date by which he can deliver the goods.
- 7) Failure to submit the tender in the manner prescribed in the invitation to Tender, will render the same liable to be ignored.
- 8) The purchaser does not pledge himself the right of accepting the full or part quantity, offered & tenderer shall supply the same at the quoted rate.

## **Instructions to bidders**

### **Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

### **Documents Comprising the Bid**

The bid prepared by the Bidder shall comprise the Bid Form and a Price Schedule completed, documentary evidence established that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted, documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and bid security furnished

### **Eligible Bidders**

This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh. Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.

### **Eligible Goods and Services**

All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of goods and services is distinct from the nationality of the Bidder.

### **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



## **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

### **Bid Security**

The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (28) days beyond the validity of the bid; or
- (b) irrevocable encashable on-demand Bank call-deposit.

Any bid not secured will be rejected by the Procuring agency as nonresponsive,

Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (28) days after the expiration of the period of bid validity prescribed by the Procuring agency.

The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security,

The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract in accordance with or
  - (ii) to furnish performance security.

### **Period of Validity of Bids**

Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

### **Format and Signing of Bid**

The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

### **Submission of Bids**

#### **Sealing and Marking of Bids**

The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

- (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet,

The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

If the outer envelope is not sealed and marked as required by Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

## **Deadline for Submission of Bids**

Bids must be received by the Procuring agency at the address specified no later than the time and date specified in the Bid Data Sheet.

The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **Late Bids**

Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency will be rejected and returned unopened to the Bidder.

## **Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

No bid may be modified after the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

## **Opening and Evaluation of Bids**

The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

The Procuring agency will prepare minutes of the bid opening.

## **Clarification of Bids**

During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

## **Preliminary Examination**

The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, and Taxes and Duties, will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **Evaluation and Comparison of Bids**

The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive

The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors as specified in the Bid Data Sheet:

- (a) incidental costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or

(h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

For factors retained in the Bid Data Sheet, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

(a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.

(b) Delivery schedule.

(i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery. or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. or

(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) Deviation in payment schedule.

(i) Bidders shall state their bid price for the payment schedule. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder. Or

(ii) The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(h)

Specific additional criteria indicated in the Bid Data Sheet and / or in the Technical

Specifications. The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

## **Contacting the Procuring agency**

No Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

## **Award of Contract**

The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

## **Procuring agency's Right to Vary Quantities at Time of Award**

The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

## **Procuring agency's Right to Accept any Bid and to Reject any or All Bids**

The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

## **Notification of Award**

Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the performance security the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security,

## **Signing of Contract**

At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.



## **Performance Security**

Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

Failure of the successful Bidder, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

## **Corrupt or Fraudulent Practices**

The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution;

and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring agency of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

OFFICE OF THE SECTION OFFICER (ESTT) MILITARY SECRETARY WING,  
SINDH GOVERNOR HOUSE KARACHI

( BID DATA SHEET )

Schedule to invitation of Tender Inquiry No. SOE(MSG)4(91)2014-15

1.	Language of bid	English
2.	Bid security	2%
3.	Performance security	10%
4.	Procedure for evaluation of bid	Single stage one envelope
5.	Schedule of issuance of bidding documents	from 1 <sup>st</sup> publication upto 22.12.2015
6.	Date & Time of receipt of Tender	23.12.2015 upto 1300 hrs
7.	Date & Time of opening of Tender	23.12.2015 at 1400 hrs
8.	Place of Opening Tender.	Office of the Section Officer (Estt), Military Secretary Wing, Sindh Governor's House, Karachi
9.	Bid Validity period.	<b>90 days</b>
10.	Name of consignee	Office of the Section Officer (Estt), Military Secretary Wing, Sindh Governor's House, Karachi
11.	Eligibility criteria	<p>Registration with all Tax Authorities i.e. Income Tax, Department (NTN copy) etc</p> <p>Copy of CNIC &amp; income tax return of last three years</p> <p>Undertaking on stamp paper that firm/supplier is not involved in any litigation, departmental rift, abandoned or unnecessary delay in supply of order</p> <p>The application shall accompany of tender fee of Rs. 2000/- for purchase of bidding documents</p> <p>2% bid security shall be submitted in the shape of call deposit issued from scheduled bank</p> <p>Certificate of bank showing credit worthiness along with current bank statement.</p>



		Affidavit to the effect that firm has not been black listed previously.  Affidavit to the effect that all documents /particulars/information furnished are true and correct
12	Clarification of bids	According to the rule-23 of SPP Rules, 2010 (amended 2013)
13	Percentage for quantity increase or decrease.	The procuring agency may increase/ decrease the quantity upto fifteen (15) percent subject to compliance of SPP Rules, 2010

**TENDER NO: SOE(MSG)4(91)2014-15/941**

**SPECIAL CONDITIONS:**

1. Rate should be quoted both in figures and words , on free delivery at consignee's address and as per schedule attached at annexure.
2. The delivery of items are required immediately , Tenderer be able to supply the stores with own expenses & in the period specified in the supply order.
3. Conditions as per tender notice NO: SOE(MSG)4(91)2014-15 will remain valid. However Office of the Section Officer (Estt), Military Secretary Wing, Sindh Governor's House, Karachi reserve the right to extend date, time of bid, opening or receiving the bids and to purchase all or part of stores under the tender.
4. All bidders shall be required to deposit bid security equivalent to 2% of the value of their offer with their tender in the form of call deposit/pay order in favour of Office of the Section Officer (Estt), Military Secretary Wing, Sindh Governor's House, Karachi . In case of less deposit of earnest money the tender will not be entertained and treated as cancel.
5. The successful tenderers shall have to deposit, security deposit (10%) of the value of the contract.
6. Any cutting/correction in bid form will make the quotation invalid.
7. The bidder shall mention validity of offer, terms of payment, voluntary period and Schedule of delivery.
8. The Procuring Agency, reserves the right to obtain clarification from any bidder, in respect of item quoted by him. The replies by the bidder will be recorded and will form part of bid document.
9. Supply order/contact will be issued subject to the availability of funds.
10. The payment shall be made / released to the firms against the supply of the items / consignment in full after inspection report ensuring that the items / consignment are according to the specification.
11. The contracting firms will be treated under the relevant clauses of SPP Rules 2010, accordingly, in case of failure in supply of stores
12. The evaluation will be based on the name specification .
13. The tenderers shall sign the below mentioned certificates while quoting their rates failing which the tender/offer is liable be considered NO RESPONSIVE.
14. The bid documents should be properly sealed and tender No. and date of opening may be indicated on the envelope.
15. Price must be quoted in Pak currency per accounting unit.
16. Bid must be supported with relevant literature etc. and country of origin make, brand should be recorded on bids against the item.

17. The firms participating in the tender must be registered with relevant TAX and should mention their sale tax registration No. along with copy of registration certificate in case of offering the tender for instruments & equipment.
18. Breakage/leakage during transport is the responsibility of supplier.
19. The payment will be made to the supplier after deduction of 3.5% Income Tax on each supply on production of receipt/certificate to the effect that the items received by the respective officer, to whom supply order is made.
20. All the rates quoted must be inclusive of all the taxes imposed by the Government, from time to time i.e. GST etc. (present & future) in case may be.
21. Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:
  - (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
  - (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
  - (iii) copies of the packing list identifying contents of each package;
  - (iv) (iv) insurance certificate;
  - (v) Manufacturer's or Supplier's warranty certificate;
  - (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
  - (vii) Certificate of origin.
- 22— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.
22. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations
23. In partial modification of the provisions, the warranty period shall be 12-months from date of acceptance of the Goods or 12 months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
  - a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests,  
or
  - b) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 5% of the contract.

24. Payment shall be made in Pak. Rupees in the following manner:

(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring agency.

(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents

(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency.

Payment of local currency portion shall be made in [currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

(iv) 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.

(v) Part payment on part supply may be allowed

24. In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the existing law of arbitration in Pakistan.

REF: SOE(MSG)4(91)2014-15/941

Dated

**WE GUARANTEE TO SUPPLY THE STORES EXACTLY IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED IN THE INVITATION TO THIS TENDER.**

SIGNATURE OF TENDERER

DESIGNATION. \_\_\_\_\_

Name & address. \_\_\_\_\_

NOTE: Above agreement may also be signed separately on stamp paper worth Rs:100/- duly attested by the Oath Commissioner.

**Bid Form and Price Schedules**

Date: IFB No: SOE(MSG)4(91)2014-15/941

**To: Office of the Section Officer (Estt), Military Secretary Wing, Sindh  
Governor's House, Karachi**

Gentlemen and / or ladies:

Having examined the bidding documents including Addenda Nos [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain the guarantee of bank in a sum equivalent to \_\_\_\_\_ percent of the contract price for the due performance of the contract, in the form prescribed by the Procuring Agency.

We agree to abide by this Bid for a period of (number) days from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Propose of Commission of gratuity
(if none, state "none")		

We understand that you are not bound to accept the lowest or any bid you may receive. Part Two – Section VII. Eligibility for the Provision of Goods, Works 24 and Services in Bank Financed Procurement Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

[signature] [in the capacity]  
Duly authorized to sign Bid for and on behalf of

## Bid Security Form

Whereas [name of the Bidder](hereinafter called "the Bidder") has submitted its bid dated [date of submission of bid]for the supply of [name and/or description of the goods](hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank]of [name of country], having our registered office at [address of bank](hereinafter called "the Bank"), are bound unto [name of Procuring agency](hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders:

we undertake to pay to the Procuring agency upto the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both ofthe two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of Procuring Agency]of [country of Procuring agency](hereinafter called "the Procuring agency") of the one part and [name of Supplier]of [city and country of Supplier](hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., [brief description of goods and services]and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) the Bid Form and the Price Schedule submitted by the Bidder;
  - b) the Schedule of Requirements;
  - c) the Technical Specifications;
  - d) the General Conditions of Contract;
  - e) the Special Conditions of Contract; and
  - f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the ----- (for the Procuring agency)

Signed, sealed, delivered by the----- (for the Supplier)

## Performance Security Form

To: [name of Procuring agency] WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to supply [description of goods and services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors  
[name of bank or financial institution]  
[address]  
[date]



## Bank Guarantee for Advance Payment

To: [name of Procuring agency]

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier](hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors  
[name of bank or financial institution]  
[address]  
[date]

**RENOVATION & REPAIR OF MAIN BUILDING OF SINDH GOVERNOR  
HOUSE KARACHI**

**DETAILS OF GOODS ITEMS**

**Room 19 (Prime Minister Room)**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing best quality of Curtain and pealment steaching railing hanging and clath with accessories complete with all respects	Sqft	216		
2	Providing & laying Importated quality of Carpets complete with all respects.	Sqft	660		
3	Providing & placing of Best quality of Bed with side table complete with all respects.	No	1		
4	Providing & placing best quality of Sofa Cushion 7 seater complete with all respects.	Set	1		
5	Providing & fixing best quality of LCD 56" complete with all respects.	No	1		
6	Providing & fixing Split AC 2ton Fixing and installation (Mitsubishi or Eualent) inverter complete with all respects.	Nos	2		

**Room 18 Balconi**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing best quality of Curtain and pealment steaching railing hanging and clath with accessories complete with all respects.	sqft	88		
2	Providing & laying Importated quality of Carpets complete with all respects.	sqft	112		
3	Providing & placing dining table with chairs works complete with all respects.	nos	1		
4	Providing & fixing Split AC 2ton Fixing and installation (Mitsubishi or Equalent) inverter complete with all respects.	nos	1		

**Room 18 Drawing**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing best quality of Curtain and pealment steaching railing hanging and clath with accessories complete with all respects.	Sqft	88		
2	Providing & placing best quality of Sofa Cushion 7 seater complete with all respects.	set	1		
3	Providing & laying Importated quality of Carpets complete with all respects.	Sqft	294		
4	Providing & placing best quality of Sofa Cushion 7 seater complete with all respects.	Set	1		
5	Providing & fixing Split AC 2ton Fixing and installation (Mitsubishi or Equalent) inverter complete with all respects.	Nos	1		
6	Providing & fixing best quality of LCD 56" complete with all respects.	No	1		

**Room 20**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing best quality of Curtain and pealment steaching railing hanging and clath with accessories complete with all respects.	Sqft	108		
2	Providing & laying Importated quality of Carpets complete with all respects.	Sqft	294		
3	Providing & fixing Split AC 2ton Fixing and installation (Mitsubishi or Equalent) inverter complete with all respects.	Nos	2		
4	Providing & fixing best quality of LCD 56" complete with all respects.	No	1		

**Room 21**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing complete furniture (Bed, side table, mattress, center table, chairs, dressing etc) complete with all respects.	Job	1		

2	Providing & fixing Split AC 3ton Fixing and installation (Mitsubishi or Equalent) inverter complete with all respects.	Nos	2		
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#### Room 22

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & fixing Split AC 3ton Fixing and installation (Mitsubishi or Equalent) inverter complete with all respects.	Nos	02 nos		

#### Royal Suit Baramda

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & laying Runner	Rft	556		
2	Providing & fixing Split AC 5ton Fixing and installation (Mitsubishi or Equalent) inverter complete with all respects.	Nos	8		
3	Provide & laying Shangerial	Nos	8		

#### Governor Wing

S.No	Description	Unit	Qty	Rate	Amount
1	Provide and laying curtain and pealment steaching railing hanging and cloth with accesereies all king complete works	No	4		

#### Curtain for MS Office

S.No	Description	Unit	Qty	Rate	Amount
1	Provide and laying curtain and pealment steaching railing hanging and cloth with assecories all kind complete works	Lumsum	3		

#### Curtain for Royal Suit Lobby

S.No	Description	Unit	Qty	Rate	Amount
1	Provide and laying curtain and pealment steaching railing hanging and cloth with asseceries all kind complete works	Lumsum	9		

**Darbar Hall**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing best quality of Curtain and pealment steaching railing hanging and clath with accessories complete with all respects	Sqft	824		
2	Providing & laying Importated quality of Carpets complete with all respects.	Sqft	1680		
3	Providing & placing best quality of Sofa Cushion 7 seater complete with all respects.	Set	5		
4	Providing & fixing Split AC 5ton Fixing and installation (Mitsubishi or Equalent) inverter complete with all respects.	Nos	6		

**Drawing Room**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing best quality of Curtain and pealment steaching railing hanging and clath with accessories complete with all respects	Sqft	680		
2	Providing & laying Importated quality of Carpets complete with all respects.	Sqft	1200		
3	Providing & placing best quality of Sofa Cushion 7 seater complete with all respects.	Set	4		
4	Providing & fixing Split AC 3ton Fixing and installation (Mitsubishi or Equalent) complete with all respects.	Nos	4		

**Dinning Room**

S.No	Description	Unit	Qty	Rate	Amount
1	Provide & laying Curtain and pealment steaching railing hanging and clath with accessories Al kind complete works.	Sqft	680		
2	Providing & laying Importated quality of Carpets complete with all respects.	Sqft	1200		
3	Provide & layiung dinning tables and chairs	Set	4		

4	Providing & fixing Split AC 5ton Fixing and installation (Mitsubishi or equal quality) inverter complete with all respects.	Nos	4		
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#### Banquet Hall

S.No	Description	Unit	Qty	Rate	Amount
1	Provide & laying Curtain and pealment steaching railing hanging and clath with accessories Al kind complete works.	Sqft	1480		
2	Provide & laying Runners & Carpets	Sqft	2400		
3	Providing & fixing Split AC 3ton Fixing and installation (Mitsubishi) inverter complete with all respects.	Nos	8		

#### Pantry

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing best quality of Frige & deep frezer complete with all respects.	Nos	4		
2	Providing & placing best quality Prestige or equalent oven burner with exhust canopi	Nos	1		
3	Povide crokary & spoon etc	Job	1		

#### Main kithcen

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing best quality Prestige or equalent oven burner with exhust canopi	Nos	1		
2	Providing & placing best quality of Frige & deep frezer complete with all respects.	Nos	4		
3	Povide crokary & spoon etc	Job	1		

#### Room 02

S.No	Description	Unit	Qty	Rate	Amount
1	Provide & laying complete furniture (Bed, side table, mattress, center table, chairs, dressing)	Job	1		
2	Providing & fixing Split AC 2ton Fixing and installation (Mitsubishi) inverter complete with all respects.	Nos	2		

**Room 03**

S.No	Description	Unit	Qty	Rate	Amount
1	Provide & laying complete furniture (Bed, side table, mattress, center table, chairs, dressing)	Job	1		
1	Providing & fixing Split AC 2ton Fixing and installation (Mitsubishi) inverter complete with all respects.	Nos	2		

**Conference Room**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing Conference long table chairs work complete with all respects.	set	1		
2	Providing & placing best quality of Curtain and pealment steaching railing hanging and clath with accessories complete with all respects	sqft	600		
3	Providing & fixing Split AC 2ton Fixing and installation (Mitsubishi) inverter complete with all respects.	Nos	4		

**Governor office**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & placing tables and chairs complete with all respects.	set	1		
2	Providing & placing best quality of Sofa Cushion 5 seater complete with all respects.	set	1		
3	Providing & fixing Split AC 2ton Fixing and installation (Mitsubishi) inverter complete with all respects.	Nos	4		

**Governor office Librery & Lobby**

<b>S.No</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	Providing & placing tables and chairs complete with all respects.	set	12		
2	Providing & placing best quality of Sofa Cushion 5 seater complete with all respects.	set	1		
3	Providing & fixing Split AC 2ton Fixing and installation (Mitsubishi) inverter complete with all respects.	Nos	4		

<b>GRAND TOTAL</b>	
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# STANARD BIDDING DOCUMENT



FOR

PROCUREMENT OF

(Renovation & Repair of Main Building of Sindh  
Governor House Karachi)

REFERENCE# SOE(MSG)4(91)2014-15/491

MILITARY SECRETARY WING, SINDH  
GOVERNOR HOUSE KARACHI

## **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.

OFFICE OF THE SECTION OFFICER (ESTT) MILITARY SECRETARY WING,  
SINDH GOVERNOR HOUSE KARACHI

( BID DATA SHEET )

Tender Inquiry No. SOE(MSG)4(91)2014-15

1.	Language of bid	English
2.	Estimated cost	Rs.22.
3.	Bid security	2%
4.	Performance security	10%
5.	Procedure for evaluation of bid	Single stage one envelope
6.	Schedule of issuance of bidding documents	from 1 <sup>st</sup> publication upto 22.12.2015
7.	Date & Time of receipt of Tender	23.12.2015 upto 1300 hrs
8.	Date & Time of opening of Tender	23.12.2015 at 1400 hrs
9.	Place of Opening Tender.	Office of the Section Officer (Estt), Military Secretary Wing, Sindh Governor's House, Karachi
10.	Bid Validity period.	<b>90 days</b>
11.	Name of consignee	Office of the Section Officer (Estt), Military Secretary Wing, Sindh Governor's House, Karachi
12.	Eligibility criteria	<p>Valid registration with PEC in C-6 category</p> <p>Registration with all Tax Authorities i.e. Income Tax, Department (NTN copy) etc</p> <p>Copy of CNIC &amp; income tax return of last three years</p> <p>Undertaking on stamp paper that firm/supplier is not involved in any litigation, departmental rift, abandoned or unnecessary delay in supply of order</p> <p>The application shall accompany of tender fee of Rs. 2000/- for purchase of bidding documents</p> <p>2% bid security shall be submitted in the shape of call deposit issued from scheduled bank</p> <p>Certificate of bank showing credit worthiness along with current bank statement.</p>

		Affidavit to the effect that firm has not been black listed previously.  Affidavit to the effect that all documents /particulars/information furnished are true and correct
12	Clarification of bids	According to the rule-23 of SPP Rules, 2010 (amended 2013)
13	Percentage if any to be deducted from bills	10%
14	Time for completion from written order of commence	03-months
15	Liquidity damages	5% of estimated cost

### **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.

**Divisional Accountant**

**Contractor**

**Executive Engineer/Procuring Agency**

**RENOVATION & REPAIR OF MAIN BUILDING OF SINDH GOVERNOR  
HOUSE KARACHI**

**DETAILS OF CIVIL WORK**

**Room 19 (Prime Minister Room)**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying deco paint /coloring work complete with all respects.	Sqft	128		
<b>BATH ROOM DETAILS</b>					
1	Dismantling work	sft	454		
2	Plumbing PPRC	Job	1		
3	Pressure Pump Spain and Gyser	No.	1		
4	Tiles Spanish	sft	535		
5	Vanity	No.	1		
6	Basin	No.	1		
7	Shower Cabin 12mm Tempered Glass	sft	40		
8	Commode with hydraulic seat cover	No.	1		
9	Wood Work False Ceiling	sft	132		
10	Niches	No.	3		
11	Fittings with Massage and Rain Shower	Set	1		
12	Fixtures	Set	1		
13	Electrical Works with fixtures	Job	1		

**Room 18 Balconi**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying deco paint /coloring work complete with all respects.	sqft	630		

**Room 18 Drawing**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & fixing best quality of Fall ceiling works complete with all respects.	Sqft	294		
2	Providing & applying matt finish /coloring work complete with all respects.	Sqft	774		
<b>BATH ROOM DETAILS</b>					
1	Dismantling work	sft	454		
2	Plumbing PPRC	Job	1		
3	Pressure Pump Spain and Gyser	No.	1		
5	Tiles Spanish	sft	535		

6	Vanity	No.	1		
7	Basin	No.	1		
8	Shower Cabin 12mm Tempered Glass	sft	40		
9	Commode with hydraulic seat cover	No.	1		
10	Wood Work False Ceiling	sft	132		
11	Niches	No.	3		
12	Fittings with Massage and Rain Shower	Set	1		
13	Fixtures	Set	1		
14	Electrical Works with fixtures	Job	1		

#### Room 20

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & fixing best quality of Fall ceiling works complete with all respects.	Sqft	294		
2	Providing & applying matt finish /coloring work complete with all respects.	Sqft	1238		
<b>BATH ROOM DETAILS</b>					
1	Dismantling work	sft	400		
2	Plumbing PPRC	Job	1		
3	Pressure Pump Spain and Gyser	No.			
4	Tiles Spanish	sft	445		
5	Vanity	No.	1		
6	Basin	No.	1		
7	Shower Cabin 12mm Tempered Glass	sft			
8	Commode with hydraulic seat cover	No.	1		
9	Wood Work False Ceiling	sft	132		
10	Niches	No.	2		
11	Fittings Rain Shower	Set			
12	Fixtures	Set	1		
13	Electrical Works with fixtures	Job	1		

**Room 21**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying matt finish /coloring work complete with all respects.	Sqft	1238		
<b>BATH ROOM DETAILS</b>					
1	Dismantling work	400	sft		
2	Plumbing PPRC	1	Job		
3	Pressure Pump Spain and Gyser		No.		
4	Tiles Spanish	445	sft		
5	Vanity	1	No.		
6	Basin	1	No.		
7	Shower Cabin 12mm Tempered Glass		sft		
8	Commode with hydraulic seat cover	1	No.		
9	Wood Work False Ceiling	132	sft		
10	Niches	2	No.		
11	Fittings Rain Shower		Set		
12	Fixtures	1	Set		
13	Electrical Works with fixtures	1	Job		

**Room 22**

S.No	Description	Unit	Qty	Rate	Amount
<b>BATH ROOM DETAILS</b>					
1	Dismantling work	sft	400		
2	Plumbing PPRC	Job	1		
3	Pressure Pump Spain and Gyser	No.			
4	Tiles Spanish	sft	445		
5	Vanity	No.	1		
6	Basin	No.	1		
7	Shower Cabin 12mm Tempered Glass	sft			
8	Commode with hydraulic seat cover	No.	1		
9	Wood Work False Ceiling	sft	132		
10	Niches	No.	2		
11	Fittings Rain Shower	Set			
12	Fixtures	Set	1		
13	Electrical Works with fixtures	Job	1		



**Plumning Work**

S.No	Description	Unit	Qty	Rate	Amount
1	Provide & laying repairing plumbing work overhead tank to washroom	Job	1		

**Main Building Roof Treatment**

S.No	Description	Unit	Qty	Rate	Amount
1	Provide & laying marbal flooring on roof slab flooring SBR chemical and marble polish work	Sft	42700		
2	provide and laying floor west jali fixing work	No	130		
3	provide & laying wooden sheet and net etc work	lumsup			

**Dispensary**

S.No	Description	Unit	Qty	Rate	Amount
1	chiseling work on roof slab c.c flooring dabaiese shif ting and cutting work	sft	3520		
2	provide and laying screading on roof salab works 1:6 cement	sft	3520		
3	provide and laying marbal fixing with board works and chemical polish waork	sft	3520		
4	provide and laying UPVC for rain water	Rft	33		

**Weather sheild on window**

S.No	Description	Unit	Qty	Rate	Amount
1	provide and laying weather sheet colour on window and jafferries work in side and outside	Sft	13400		

**Repairing /fiber net windows**

S.No	Description	Unit	Qty	Rate	Amount
1	provide and laying colours work s	Sft	742		
2	provide and laying golden color	Sft	65		
3	Provide and laying marbal polish work	Sft	432		
4	provide and laying door polsih work	Sft	219		
5	furniture polish work				
a	small table	No	2		
b	Bigf table	No	1		
c	chairs	No	1		
d	chairs	No	1		
e	Foot rest	No	1		



6	Provide A& laying CTO	No	1		
7	Provide & fixing looking mirror and motive fixing work	No	1		
8	Provide & fixing electrical work	No	1		
9	Provide & fixing vanity and both etc complete both	No	1		
10	Provide and laying wooden sheet works	No	1		

#### Sand Stone Wall Fountain

S.No	Description	Unit	Qty	Rate	Amount
1	Provide and laying sand stone wall fountain. sand stone Fountain W=11'-8" H=9'-1"	Job	1		
b	Sand stone ionic column with base pedestal, W=1'-2", H=8'-9"				
c	sand stone panel (B0893), w=2'-6", H=7'-0"				

#### Bamboo chairs Governor Wing

S.No	Description	Unit	Qty	Rate	Amount
1	Provide and laying deco paint repairing with new polistic bol cloth lasani sheet etc complete on chear bumbo	No	4		

#### PSG Office Sofa & Chairs & Room 13

S.No	Description	Unit	Qty	Rate	Amount
1	Repair & Maintenance sofa cussion Repairing and polish 7seater	No	7		
2	Repair & Maintenance sofa cussion and repairing and polish 7seater Room 13	No	7		

#### Darbar Hall

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying matt finish /coloring work complete with all respects.	Sqft	5600		

**Drawing Room**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying matt finish /coloring work complete with all respects.	Sqft	4200		
<b>BATH ROOM DETAILS</b>					
1	Dismantling work	400	sft		
2	Plumbing PPRC	1	Job		
3	Pressure Pump Spain and Gyser		No.		
4	Tiles Spanish	445	sft		
5	Vanity	1	No.		
6	Basin	1	No.		
7	Shower Cabin 12mm Tempered Glass		sft		
8	Commode with hydraulic seat cover	1	No.		
9	Wood Work False Ceiling	132	sft		
10	Niches	2	No.		
11	Fittings Rain Shower		Set		
12	Fixtures	1	Set		
13	Electrical Works with fixtures	1	Job		

**Dinning Room**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying matt finish /coloring work complete with all respects.	Sqft	4200		

**Banquet Hall**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying matt finish /coloring work complete with all respects.	Sqft	4360		

**Pantry**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying matt finish /coloring work complete with all respects.	Sqft	4360		

**Main kithcen**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying matt finish /coloring work complete with all respects.	Sqft	4360		

**Room 02**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying matt finish /coloring work complete with all respects.	Sqft	1238		

**Room 03**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & applying matt finish /coloring work complete with all respects.	Sqft	1238		

**Conference Room**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & fixing wood work wall penaling etc work complete with all respects.	sqft	1400		

**Governor office**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & fixing wood work wall penaling etc work complete with all respects.	sqft	890		

**Governor office Library & Lobby**

S.No	Description	Unit	Qty	Rate	Amount
1	Providing & fixing wood work wall penaling etc work complete with all respects.	sqft	340		

**Elevator**

S.No	Description	Unit	Qty	Rate	Amount
1	Repair & maintenacne elevator complete with all respects.	No	1		

	<b>TOTAL</b>				
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