



**OFFICE OF EXECUTIVE ENGINEER
PROJECT DIRECTORATE OF COMMISSIONER KARACHI**

4, Club Road, Main Commissioner Office, Karachi.
Tel No. 99205637, Fax 99205638



CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the 21 day of 02 2018 between
Executive Engineer, Project Directorate of Commissioner Karachi, on the one part
AND

M/s. Ali Waris Enterprises, D-12, G-O-R Colony, Hyderabad Sindh. WHEREAS the Executive Engineer Project Directorate of Commissioner Karachi has accepted / sanctioned the work of contract for "MAINTENANCE & REPAIR TO RESIDENCE OF MR. FARHAN GHANI ADDITIONAL COMMISSIONER-I, KARACHI DIVISION (GENERAL REPAIR / RENOVATION WORKS)" Rs. 9,81,935/- (Rupees Nine Lac Eighty One Thousand Nine Hundred Thirty Five Only) Within period of (30) Days and Penalty Rs.1,000/- Per Day according to the specification of the general condition of contract signed by contractor after having made himself fully acquainted with their meaning.

Whereas the contractor has already furnished 2% Earnest Money / performance security amounting to Rs. 20,000/- in shape of pay order, with the Executive Engineer Project Directorate of Commissioner Karachi of total bid amount the remaining balance amount as Retention money 8% will be deducted from the bill of the contractors.

NOW this Agreement witnessed as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Contract Agreement;
- (b) The Letter of Acceptance
- (c) Award letter / Work order
- (d) The completed Form of Bid;
- (e) The Priced schedule / Bill of Quantities
- (f) The Drawing
- (e) The General Conditions of contract & contract data

In consideration of the payments to be made by the Executive Engineer Project Directorate of Commissioner Karachi to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Executive Engineer Project Directorate of Commissioner Karachi to execute and complete the works any remedy defects therein in conformity and in all respects with the provisions of the contract.

Executive Engineer Project Directorate of Commissioner Karachi, hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the, Executive Engineer Project Directorate of Commissioner Karachi and the truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the 21 day of 02 2018.

ALI WARIS ENTERPRISES

Contractor's Signature and Seal

PROPRIETOR

Witness:

1. SHAMS DIN

Mot # 58, Ali Apartments

DHA - 1 Karachi

EXECUTIVE ENGINEER
PROJECT DIRECTORATE OF
COMMISSIONER KARACHI

(Signature)

2. M. Shaker Enterprises

Office # 1/B, F/C Bukhari

Commercial Lane - 13 DHA

Phase - V Karachi

15 FEB 2018

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
CONTRACT EVALUATION FORM
TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC
CONTRACTORS OF WORKS, SERVICES & GOODS.

1)	NAME OF THE ORGANIZATION / DEPTT:	OFFICE OF EXECUTIVE ENGINEERS PROJECT DIRECTORATE OF COMMISSIONER KARACHI.
2)	PROVINCIAL / LOCAL GOVT. / OTHER	PROVINCIAL
3)	TITLE OF CONTRACT	M&R to Residence of Mr. Farhan Ghani Additional Commissioner-I Karachi Division (General Repair Renovation works)
4)	TENDER NUMBER	EE/PD/CKD/08/2017-18, Date: 28-11-2017
5)	BRIEF DESCRIPTION OF CONTRACT	AS DESCRIBED IN TITLE OF CONTRACT
6)	FORUM THAT APPROVED THE SCHEME	M & R.
7)	TENDER ESTIMATED VALUE	Rs. 9,81,935/-
8)	ENGINEER'S ESTIMATE (FOR CIVIL WORK ONLY)	Rs. 9,95,000/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(01) MONTH
10)	TENDER OPENED ON DATE AND TIME	20-12-2017 AT 02:30 PM
11)	NUMBER OF TENDER DOCUMENTS SOLD (ATTACHED LIST OF BUYERS).	03
12)	NUMBER OF BID RECEIVED	03
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	03
14)	BID EVALUATION REPORT (ENCLOSED A COPY)	YES
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/S Ali Waris Enterprises. D-12, G-O-R-COLONY, HYDERABAD, SINDH.
16)	CONTRACT AWARD PRICE	SANCTION RUPEES RS. 9,81,935/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E. 1ST 2ND 3RD EVALUATION BID)	1 ST M/S Ali Waris Enterprises. 2 ND M/S M.Shaheer Enterprises. 3 RD M/S Shamsdin.

18) METHOD OF PROCUREMENT USED :- (TICK ONE)

- A) SINGLE STAGE-ONE ENVELOPE PROCEDURE
- B) SINGLE STAGE-TWO ENVELOPE PROCEDURE
- C) TWO STAGE BIDDING PROCEDURE
- D) TWO STAGE-TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED I.E. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS.

19) PROVIDING AUTHORITY AWARD CONTRACT Executive Engineer Project Directorate of Commissioner Karachi

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN

21) ADVERTISEMENT:

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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i) SPPRA Website
(if yes give date & SPPRA Identification No.)

YES	www.spprasindh.gov.pk SPPRA Tender SR. No. 35457
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ii) Newspapers
(if yes give names of newspapers & dates)

N/A

22) NATURE OF CONTRACT

DOMESTIC / LOCAL	<input checked="" type="checkbox"/> LOCAL	INT	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(if yes, enclose copy).

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(if yes, enclose copy).

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

YES	<input type="checkbox"/>	NO	N/A
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID
(in case of Consultancies).

YES	<input type="checkbox"/>	NO	N/A
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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- 29) WHETHER NAMES OF THE BIDDER AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OPENING OF BIDS?

YES	✓	NO	
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- 30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (Attach a copy of the bid evaluation report).

YES	✓	NO	
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- 31) ANY COMPLAINTS RECEIVED? (If yes, result thereof)

YES		NO	✓
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- 32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (If yes, given details.).

YES		NO	✓
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- 33) WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, given reasons)

YES		NO	✓
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- 34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, detailed reasons).

YES		NO	✓
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- 35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

YES	✓	NO	
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- 36) WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD: (If yes, enclose a copy).

YES		NO	N/A
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- 37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)?

YES		NO	N/A
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- 38) SPECIAL CONDITION, IF ANY (If yes, give Brief Description).

YES		NO	✓
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**Signature & Official Stamp of
Authorized Officer**

FOR OFFICE USE ONLY

SPPRA, Block No.8, Sindh Secretariat No. 4-A, Court Road, Karachi

Tel: 0219205356, 021-9205369 & Fax No. 021-9206291.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

**M&R TO RESIDENCE OF MR. FARHAN GHANI
ADDITIONAL COMMISSIONER-I KARACHI DIVISION
(GENERAL REPAIR / RENOVATION WORKS)**

PC Cost:-	Rs.9,95,000/- i/c Open Rate
Bid Security:-	Rs. 20,000/-
Tender Cost:-	Rs. 1,000/-

M/s Ali Wahi Dalupm

02834563

dt: 18-02-2017 Sonun Bank Limited
Suba Khan Road (Hy)

(Signature)
Clerk

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

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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.

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BIDDING DATA

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

- (a). **Name of Procuring Agency:** Executive Engineer Project Directorate of Commissioner Karachi.
- (b). **Brief Description of Works :** **M&R TO RESIDENCE OF MR. FARHAN GHANI
ADDITIONAL COMMISSIONER-I KARACHI DIVISION
(GENERAL REPAIR / RENOVATION WORKS)**
- (c). **Procuring Agency's address:-** Executive Engineer Project Directorate of Commissioner Karachi, 4 Club Road Main Commissioner, Karachi.
- (d). **Estimated Cost:-** **9,95,000/- (i/c open rate item)**
- (e). **Amount of Bid Security:-** 20,000 /- (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). **Period of Bid Validity (days):-** 90 Days. ✓
- (g). **Security Deposit :- (including bid security):-** 10% of Cost.
(in % age of bid amount /estimated cost equal to 10%)
- (h). **Percentage, if any, to be deducted from bills :-** 8 %
- (i). **Deadline for Submission of Bids along with time:-** 20-12-2017 upto 2:00 PM
- (j). **Venue, Time, and Date of Bid Opening:-** 20-12-2017 at 2:30 PM, at Office of the Executive Engineer Project Directorate of Commissioner Karachi.
- (k). **Time for Completion from written order of commence: -** 01 Month
- (L). **Liquidity damages:-** 1000/- per day (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). **Deposit Receipt No: Date: Amount:** (in words and figures)

(Executive Engineer/Authority issuing bidding document)

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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 (ii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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Clause –18: Financial Assistance /Advance Payment.

- (A) **Mobilization advance** is not allowed.
- (B) **Secured Advance against materials brought at site.**
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.


Divisional Accountant


Executive Engineer/Procuring Agency


Contractor

BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates (Part A-I Civil Work)

Item No.	Description of item	Quantity	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
1.	Dismantling cement concrete plain 1: 3: 6.	443	1306.80	%Cft	5789/-
2.	Providing and Laying 1" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels: (2" thick)	1350	3275.50	%Sft	44219/-
3.	Glazing with panes (24 oz. To 26 oz.) including cost of prtty.(P No.64 Item No.46)	26.33	163.90	P.Sft	4315/-
4.	C C Plain 1:2:4	24.96	14429.25	%Cft	3602/-
5.	Removing cement or lime plaster. (P.13 S.l. 53)	754.00	121.00	%Sft	912/-
6.	Applying floating coat of Cement 1/32"	754.00	660	%Sft	4976/-
7.	Cement plaster 1:4 upto 12' height.(c) 3/4" thick. (P-51/Item No.11-C	754.00	3191.76	%Sft	24066/-
8.	Removing door with chowket.(P-12/33 a)	2	142.18	Each	284/-
9.	Galvanized wire gauze fixed to chowkats with 3/4" deodar stips and screws.(P.No.59 Item No.14-d)	158.00	190.72	P.Sft	30134/-
10.	Truffing slops of banks or lawn with grass sods including ploughing laying, setting and watering (Turfi got from with in a distance of 5 miles and maintenance for 15 days.	810.00	1210.00	%Sft	9801/-
11.	Levelling dressing and making lawns	810.00	181.50	%Sft	1470/-
12.	Supplying Manure.	20	298.12	per cart	5962/-
13.	Two coats of bitumen laid hot using 34 LBS for 100 sft. Ober roof and blinded with sande at one Cft Per 100 Sft	2176.00	1887.40	% Sft	41070/-
14.	Rubbing and Polishing old moasic floor	1465.00	1228.92	%Sft	18004/-
15.	Making and Fixing frames for door windows and C.windows. (a) deodar wood	56.00	370.83	P.Sft	20766/-
			Total Amount Rs:-		215372/-

+ 19168
Rs: 234540/-

I/we hereby quoted 8.90 % above/below the Scheduled Rate.

In words Two Lac thirty four thousand five hundred forty rupees.

Contractor
ALI WAHID ENTERPRISES
PROPRIETOR


EXECUTIVE ENGINEER
PROJECT DIRECTORATE OF
COMMISSIONER KARACHI.

BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates (Part A-II
Electric Work)

Item No.	Description of item	Quantity	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
1.	Wiring for light or fan point with 3/.029 PVC insulated wire in 20mm (3/4") PVC conduit recessed in the wall of coloumn as required (S1 124/P, 15)	31 Point	1130.00	P. Point	35030/-
2.	Wiring for plug point with 3/.029 PVC insulated wire in 20mm (3/4") PVC conduit recessed in the wall or column as required (S1 126/p.15)	3 Point	985.500	P. Point	2957/-
3.	Wiring for call bell point with 3/.029 PVC insulated wire in 20mm (3/4") PVC conduit recessed in the wall or column as required (S1 126/p.15)	1 Point	1764.00	P. Point	1764/-
4.	P/L (Main or sub main) PVC insulated wire in size 2-7/0.29 copper conductor in 3/4" dia PVC conduit recessed in the wall or columns as required (S1 10/p.2)	40 Meter	222.00	P. Meter	8880/-
5.	P/L (Main or sub main) PVC insulated wire size 4-7/0.44 (6mm ²) copper conductor 1-1/2" dia PVC conduct recessed in the wall or columns as required (S1 203/P.31)	20 Meter	613.00	P. Meter	12260/-
6.	P/F circuit breaker 6,10,15,20,30,40,50 and 63 SP (TB-5S) on prepared board as required (S1 203/P.31)	10 No	916.00	Each	9160/-
7.	P/F circuit breaker 15,20,30,40,50,60,75 and 100 Amp TP (XS-100 NS) on prepared board as required (S1 205/p.31)	1 No	9261.00	Each	9261/-
8.	P/F Bakelite ceiling rose with two terminals (S1 228/p.33)	11 No	72.00	Each	792
Total Amount Rs:-					80104/-


+10733
Rs: 90837/-

I/we hereby quoted 13.40 % above/below the Scheduled Rate.

In words

Ninety thousand Eight Hundred thirty Seven rupees.

23/24
ALLIANCE ENTERPRISES
Proprietor


EXECUTIVE ENGINEER
PROJECT DIRECTORATE OF
COMMISSIONER KARACHI.

BILL OF QUANTITIES

Description and rate of Items based on Composite Schedule of Rates (Part A-III Water Supply & Sanitation)

Item No.	Description of item	Quantity	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
1.	Providing & fixing European white glazed earthen ware wash down w.c pan complete with and including the cost of white / black plastic seat (Best Quality) and lid with C.P brass hinges and buffers, 3 gallons white glazed earthen ware low level foushing cistern with siphon fitting 1-1/2" dia white porcelain enamelled flush bend 3/4" dia and making requiste number of holes in walls, plinth and floor for pipe connections and making good in cement concrete 1:2:4 (Foriegn Quality)	3	11477.40	Each	34432/-
2.	Providing and fixing orisa type white or colour glazed earthen ware w.c pan with cost of low level plastic flush tank of 3 gallons capacity if aoorived quality i8/c making requisite number of holes in wall, plainth & floor and making good in cement concrete	1	6166.60	Each	6167/-
3.	Providing & fixing flat back lipped from urinal basin (of not less than 17" in height) of white glazed earthen ware complete with & i.c the cost of 1 gallon C.I or automatic flushing ciustern with fitting, a pot cock C.I or W.I brackets standard flush pipe with fitting standard waste pipe (Enamelled iron) connection complete & making requisite number of holes in walls, plinth & floor for pipe connection & makiung good in cement concrete 1:2:4 (Foreign or Equivalent)	1	4440.70	Each	4441/-
4.	Providing & fixing 24" x 18" lavatory basin in white glazed earthen ware complete with & l/c the cost of W.I painted white in two coats after a primary coat of red lead paint a pair of 1/2" dia rubber plug & chrome plated and making requisite number of hoels in walls, Plinth & floor for Pipe connections and making good in cement concrete 1: 2 : 4 (Foriegn or Equivalent)	4	7928.00	Each	19712/-
5.	Add extra for labour for providing & fixing of earthen ware pedestal white or coloured glazed (Foreign or Equivalent)	4	2533.47	Each	10134/-
6.	Providing & fixing steel sinks stainless local make complete with cast iron or wrought on brackets 6 inches built in wall, 1-1/2" c.p brass waste, with 1-1/2" P.V.C waste pipe & making requisite number of holes in wall & plinth & floor for pipe connection & making good in Cement Concrete 1:2:4	1	5052.30	Each	5052/-

7/3/1
 PROPRIETOR
 ALLI WARIS ENTERPRISES

7.	Providing & fixing in position nyloon connections complete with 1/2" dia, brass stop cock with pair of brass nuts and lining joints to nyloon connection	8	447.15	Each	3577/-
8.	S/Fixing long bib-cock of crystal head with 1/2" dia	8	1384.24	Each	11074/-
9.	Supplying & fixing Bath room accessories set (7 Piece) i/c towel rod, brush holder soaptray shelf of approved design i/c cost of screws, nuts etc Complete (Master Braqnd).	1	10322.40	Each	10322/-
10.	Supplying & Fixing Sink Mixture cock of superior quality with c.p head etc complete	1	2745.60	Each	2746/-
11.	Supplying & fixing C.P Muslim Shower with crystal head etc complete	4	3432.00	Each	13728/-
12.	Providing & fixing 24" x 18" bavelled edge mirror of belgium glass complete with 1/8" thick hard board and c.p screws fixed to wooden pleat (b) superior Quality	4	2376.00	Each	9504/-
13.	Supplying & fixing jet shower with rod of superior quality single c.p head 1/2" dia	4	1142.24	Each	4569/-
14.	Cancealed C.P fitting of Superior quality for tiles Bath Rooms (b) S/Fixing cancealed stop cock of superir quality with c.p head 1/2" dia	4	509.74	Each	2039/-
15.	S / Fixing cancealed tee-stop cock of superior quality with c.p head 1/2" dia.	4	889.46	Each	3558/-
Total Amount Rs:-					141055/-

+19183
Rs. 160238/-

I/we hereby quoted 13.60 % above/below the Scheduled Rate.

In words One Lac Sixty thousand two Hundred thirty Eight rupees

ALI WAHIS ENTERPRISES
Contractor
PROPRIETOR


EXECUTIVE ENGINEER
PROJECT DIRECTORATE OF
COMMISSIONER KARACHI.

(B) Description and rate of Items based on Non-Schedule.

Item No.	Description of item to be executed at site	Quantities	Rate	Unit	Amount in Rupees
1.	P/F flush type switch fancy type 5 to 10 Amp SP imported quality with board including necessary connection recessed in the wall	40	160	each	6400 ✓
2.	P/F fancy type 2 pin 5 Amp SP Plug socket switch as shoe unit imported quality with board including necessary connection & recessed in the wall etc	8	270	Each	2160 ✓
3.	P/F fancy type 3 pin 5 Amp SP Plug Socket switch & shoe unit imported quality with board including necessary connection & recessed in the wall	10	340	Each	3400 ✓
4.	P/F ceiling fan 56" sweep Pak / Royal / GFC or equivalent delux model including carriage from shop to site of works fixing necessary lead connection as directed by the Engineering incharge	8	5865	Each	46920 ✓
5.	P/F fan dinner of ceiling fan including necessary connection and fixing on prepare board	8	280	Each	2240 ✓
6.	P/F exhaust fan 12" sweep Plastic metal body (Pak / Royal / Millat) or equivalent including necessary electric connection etc complete	1	4500	Each	4500 ✓
7.	P/F mild steel bar fan clamp 1/2" dia suitable for RCC roof etc complete	8	290	Each	2320 ✓
8.	P/F distribution board 16 guage to accommodate mains or sub mains circuit breaker, bus bar & other similar job double shutter painting with enamled paint as directed by Engineer incharge	14	3550	P.sft	49700 ✓
9.	P/F Phase indicating lamp red / yellow / blue etc as instruction by Engineer	15	115	Each	1725 ✓
10.	P/F call bell ding dong type as directed by Enginner	1	380	Each	380 ✓
11.	P/F call bell ding Push type as directed by Enginner	1	100	Each	100 ✓
12.	P/F LED light best quality imported 18 watt including fixing on ceiling & necessary connection	2	2800	Each	5600 ✓
13.	P/F 1-40 watt tube light complete with 40 watt rods chock, starter & base fitted on wall / ceiling including necessary connection with 23/076 flexible wire etc philips or equivalent	5	1450	Each	7250 ✓
14.	P/F energy saver lamp 220 volt approved quality (Philips or equivalent make) fixed on walls ceiling or prenent upto required height in existing holder as directed by the Engineer Incharge 24 watt	6	400	Each	2400 ✓
15.	Providing and fixing porcelain tiles 16" x or 24" x 24" as approved sizes specified approved quality / make, designand colour i/c jointing in white cement slurry of white cement with desired shape with finishing i/c cutting of tile to proper profile i/c all respect labour and necessary required materials as directed by engineer incharge etc.	204	425	P.Sft	86700 ✓

ALI WAJIDS ENTERPRISES
PROPRIETOR

221,795/-

16.	Providing and fixing glazed tiles 8" x 10" or 12" x 8" or 8" x 16" as approved sizes specified approved quality / make / design and colour i/c jointing in white cement i/c washing of tiles and filling of joints with slurry of white cement with desired shape with finishing i/c cutting of tiles to proper profile i/c all respect labour and necessary required material as directed by engineer incharge etc. complete.	344	375	P.Sft	129000
17.	Making / Fixing Heavy Iron Steel Gate using angle section of 2" x 2" x 1/4" and iron sq: channel arrangement and matching deign of existing gates of Commissioner office & then painting 3 coals after 1st coal oxide this rate i/c all cost of T&P welding machine charges etc complete	34	1150	P.Sft	39100
18.	Supply of Sweet Earth for long including carriage from source to site upword loading and unloading etc complete	1215	25	P.Cft	30375
19.	Providing and fixing wooden kitchen cabinets / cansole, using Lasani wood with lamination of 3/4" thick and pertal wood frame 2" x 2", with 3 coats of spirit polish complete fixtures, all hardwares, including all fittings, hinges, handles, cabinet closers, with etc. complete in all respects.	45	1690	P.Sft	76050
				Total Amount Rs:-	496320/-

Total (B) Rupees RS: 496320/-

In Words Four Lac & Ninety Six thousand three Hundred twenty
rupees.

2.27
ALI WARIS ENTERPRISES
Contractor
PROPRIETOR


EXECUTIVE ENGINEER
PROJECT DIRECTORATE OF
COMMISSIONER KARACHI.

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part. A (Item based on S/R) ✓ i) 8.90 % Below / Above ii) 13.40 above iii) 13.60 above	Rs. i) 234540 ii) 90837 iii) 160238 <u>RS: 485615/-</u>	
02	Part. B (Item based on O/R)	Rs. 496320/-	
03	Part. C (Item based on A/R)	-	
Grand Total (A+B+C)		Rs. 981935/-	

The Total amount is Rs. 981935/- in Words Nine lac
Eighty One thousand Nine hundred thirty five rupees.

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

I/We have attached a Bid Security amounting to Rs. 20000/- as per NIT is shape of pay order bearing No. 00198085 dated 18.12.2017 issued from Sonun Bank limited

Time Limit: 1 Month Penalty Per Day: Rs. 1,000/- per day (Max.10% of Sanctioned Cost)

Validity: 90 Days as per SPPRA 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 (Volume-I, II, III, & IV) and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

2.27
 Signature of the contractor with stamp
 Address: **ALI WARIS ENTERPRISES**

PROPRIETOR
D-12, GOR COLONY
Latifabad #1 Hyderabad.


 Executive Engineer
 Project Directorate of
 Commissioner Karachi

**OFFICE OF EXECUTIVE ENGINEER
PROJECT DIRECTORATE OF COMMISSIONER
KARACHI**

4, Club Road, Main Commissioner Office Karachi.
Tel No. 99205637, Fax 99205638,
Email: pdcommissionerate@gmail.com

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

Eligibility Criteria.

r.#	<u>Eligibility Criteria.</u>
1	NTN Certificate.
2	Registration with Sindh Revenue Board (SRB) in the category of Good/Works etc.
3	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million)

Qualification Criteria.

Sr.#	<u>Qualification Criteria.</u>
01	Minimum Three years experience of relevant field.
02	Turnover of at least Rs. 03.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Return, Audited Balance sheet etc.)
03	Required Bid security may be attached.
04	Bid is signed named and stamped by the authorized person of the firm along with Authorization letter.

ALI WARIS ENTERPRISES
PROPRIETOR


EXECUTIVE ENGINEER
Project Directorate of
Commissioner Karachi



**OFFICE OF THE EXECUTIVE ENGINEER
PROJECT DIRECTORATE OF
COMMISSIONER KARACHI DIVISION**

4, club road, commissioner office, Karachi. Phone No. 99205637, Fax. 99205638

No.EE/PD/CKD/ 20 /2017-18

Dated: 21/02/2018

WORK ORDER

TO,

M/S Ali Waris Enterprises,
GOVERNMENT CONTRACTOR.

Subject: **M & R TO RESIDENCE OF MR. FARHAN GHANI ADDITIONAL
COMMISSIONER-I KARACHI DIVISION (GENERAL REPAIR /
RENOVATION WORKS)**

Your offer on B-1/B-II Tender for the above subjected work for Rs. 9,81,935/- (Rupees Nine Lac, Eighty One Thousand Nine Hundred Thirty Five Only), as per market rates has been accepted by the Executive Engineer, Project Directorate of Commissioner Karachi.

You are therefore advised to start the work under the instructions/ supervision of the Assistant Executive Engineer, Project Directorate of Commissioner Karachi within (07) days of the receipt of this letter.

The time allowed for completion of the works provided in tender is (01) month which should please be strictly adhered to.


It may please be noted that wherever the nomenclature of any item is not fully elaborated or not cleared due to typographical errors occurred in the schedule "B" of the tender that will be read strictly as per SCHEDULE OF RATES / DRAFT SCHEDULE "B" of referred above.

The work should be executed strictly in accordance with the specifications, approved design and in conformity with the schedule of progress appended to clause-2, of the contract agreement. In the event of your failure to comply with these conditions you will be liable to pay compensation to the Government as per terms and conditions of your contract agreement.

No variation of the quantities will be allowed without the written permission / approval of undersigned. No extra work / item will be carried-out at site without approval / sanction from the competent authority.

C.C for information to: -

1. Project Director, Project Directorate of Commissioner Karachi
2. Assistant Executive Engineer, Project Directorate of Commissioner Karachi for further necessary action.


EXECUTIVE ENGINEER
Project Directorate of
Commissioner Karachi
EXECUTIVE ENGINEER
Project Directorate
Commissioner Karachi
Project Directorate of Commissioner