



# DISTRICT MUNICIPAL CORPORATION KORANGI

NO.EE/DMC(K)/KZ/232/2018

DATED: 06-02-2018

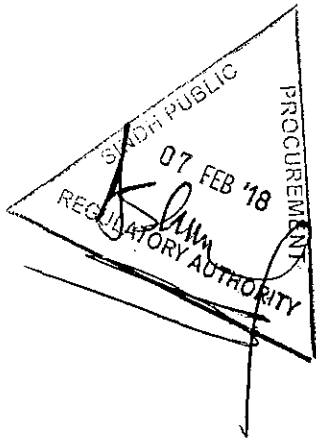
To,

The Deputy Director (ENF-1)  
SPPRA  
Government of Sindh,  
Karachi.

**SUBJECT: NIT No. EE/Korangi/01/2018      DATE 10-01-2018**  
**SPPRA SR. # 36141 Dated: 11-01-2018**

Please enclosed find here with the Contractor's attendance sheet, Minutes of Bid Opening Meeting of Procurement Committee, Bid Evaluation Report, Minimum Eligibility Qualification Criteria and Comparative Statement in respect of NIT referred in subject for all works are sent here with the request to upload on SPPRA website.

*o/c.*



*Faryad Hussain*  
**EXECUTIVE ENGINEER**  
**DMC KORANGI**  
**Executive Engineer**  
**(B&R) DMC Korangi**

# DISTRICT KORANGI

## ATTENDANCE SHEET

NIT# EE/KR 01/2018 Dated 10-01-2018  
SPPRA SR# 36141

Opening 02-02-2018

m/s F & D Epf Faisal  
m/s Spring Epf [Signature]  
m/s Zahid & Contractor [Signature]

[Signature]  
Executive Engineer  
(B&R) DMC Korangi

[Signature]  
EXECUTIVE ENGINEER  
KW&SB KORANGI ZONE

[Signature]  
SUPERINTENDING ENGINEER  
D.M.C KORANGI

Attested

[Signature]  
Executive Engineer  
(B&R) DMC Korangi



# DISTRICT MUNICIPAL CORPORATION

## KORANGI

No. E.E/K/01 /2018

Dated: 30/03/2018

M/s M. Zaid & Contractor  
 Flat#F-10, Baradari Apptt.  
 Block 13-D, Gulshan-e-Iqbal  
Karachi.

### AWARD LETTER

**SUBJECT: CONSTRUCTION OF ROOM, TOILET & STORE IN MAIN BUILDING FOR ELECTION CELL OFFICE DISTRICT KORANGI**

This is with Reference to your tender for the subjected work dropped on 02-02-2018 therein you were 1<sup>st</sup> lower bidder by quoted the rates Rs. 9,92,216/-

The Competent authority has been pleased to award the work at a cost Rs. 9,92,216/- (Nine Lac Ninety Two Thousand Two Hundred Sixteen Rupees Only). You are therefore directed to furnished the cost of stamp @ 0.35% of the sanction cost to be affixed on the agreement within (03) days from the receipt of this letter.

*Fayyaz Hussain*  
**EXECUTIVE ENGINEER**  
**DMC Korangi**  
**Executive Engineer**  
**(B&R) DMC Korangi**

Director (CB) SPPRA, GOS

With a request to upload on the Website of SPPRA (Authority).

Director (I.T), TLG, Korangi Zone.

With a request to upload on the Website of Authority.

**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. DMC KORANGI
- 2). PROVINCIAL / LOCAL GOVT. / OTHER LOCAL GOVERNMENT
- 3). TITLE OF CONTRACT CONSTRUCTION OF ROOM, TOILET & STORE IN MAIN BUILDING FOR ELECTION CELL OFFICE DISTRICT KORANGI
- 4). TENDER NUMBER EE/Korangi/01/2018 DATE: 10-01-2018
- 5). BRIEF DESCRIPTION OF CONTRACT AS DESCRIBED IN TITLE OF CONTRACT
- 6). FORUM THAT APPROVED THE SCHEME DEPUTY COMMISSIONER DISTRICT KORANGI KARACHI
- 7). TENDER ESTIMATED VALUE Rs. 9,92,216/-
- 8). ENGINEER'S ESTIMATE  
(FOR CIVIL WORK ONLY) PC -Cost Rs. 9,96,627/-
- 9). ESTIMATED COMPLETION PERIOD  
(AS PER CONTRACT) (2) MONTHS
- 10). TENDER OPENED ON DATE AND TIME 02-02-2018 AT 03:00 PM.
- 11). NUMBER OF TENDER DOCUMENTS SOLD 03  
(Attach list of buyers).
- 12). NUMBER OF BIDS RECEIVED 03
- 13). NUMBERS OF BIDDERS PRESENT AT THE TIME  
OF OPEINING OF BIDS 03
- 14). BID EVALUATION REPORT YES  
(Enclose a copy)
- 15). NAME AND ADDRESS OF THE SUCCESSFUL  
BIDDER. M/s M. Zaid & Contractor  
Flat#F-10, Baradari Apptt.  
Block 13-D, Gulshan-e-Iqbal  
Karachi.
- 16). CONTRACT AWARD PRICE SANCTION RUPEES Rs. 9,92,216/-
- 17). RANKING OF SUCCESSFUL BIDDER IN  
EVALUATION REPORT  
(I.E. 1ST to 5TH EVALUATION BID). 1<sup>ST</sup> M/S M. Zaid & Contractor  
2<sup>ND</sup> M/S Spring Enterprises  
3<sup>RD</sup> M/S F&D Enterprises

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

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE

<input checked="" type="checkbox"/>
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B). SINGLE STAGE-TWO ENVELOPE PROCEDURE

<input type="checkbox"/>
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C). TWO STAGE BIDDING PROCEDURE

<input type="checkbox"/>
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D). TWO STAGE-TWO ENVELOPE BIDDING PROCEDURE

<input type="checkbox"/>
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PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS.

19). PROVIDING AUTHORITY FOR AWARD OF CONTRACT

ADMINISTRATOR DMC (K)

20). WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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21). ADVERTISEMENT:

i) SPPRA Website  
(if yes give date & SPPRA Identification No.)

YES	<a href="http://www.pprasindhgov.pk">www.pprasindhgov.pk</a> SPPRA Tender SR No.36141 Dt: 11-02-2018
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ii) Newspapers  
(if yes give names of newspapers & dates)

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
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22). NATURE OF CONTRACT

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOMESTIC/ LOCAL	LOCAL	INT	

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 a 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 checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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28). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?

YES		NO	N/A
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29). WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

YES	<input checked="" type="checkbox"/>	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	<input checked="" type="checkbox"/>
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31). ANY COMPLAINTS RECEIVED  
(if yes, result thereof).

YES		NO	<input checked="" type="checkbox"/>
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32). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS ( if yes, given details).

YES		NO	<input checked="" type="checkbox"/>
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33). WAS THE EXTENSION MADE IN RESPONSE TIME?  
(if yes, given reasons)

YES		NO	<input checked="" type="checkbox"/>
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34). DEVIATION FROM QUALIFICATION CRITERIA  
(if yes, detailed reasons).

YES		NO	<input checked="" type="checkbox"/>
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35). WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

YES		NO	<input checked="" type="checkbox"/>
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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)

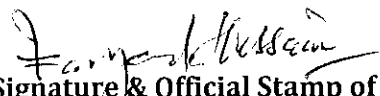
YES		NO	N/A
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37). WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT ( BANK GUARANTEE ETC)?

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

YES		NO	<input checked="" type="checkbox"/>
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Signature & Official Stamp of  
Authorized Officer

**Executive Engineer**  
**(B&R) DMC Korangi**  
FOR OFFICE USE ONLY

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

**Tel: 021-9205356, 021-9205369 & Fax No. 021-9206291.**

CL-15

Stamp Value Rs: 3500/-

# DEPUTY COMMISSIONER DISTRICT KORANGI KARACHI

An agreement made this 2nd day of April <sup>2018</sup> in the Christian year of two thousand Eighteen (18) between the Deputy Commissioner District Korangi Karachi, by M/S M. Zaid & Contractor Flat#F-10, Baradari Apptt., Block 13-D, Gulshan-e-Iqbal Karachi, hereinafter called the Deputy Commissioner District Korangi (which expression shall include their successors) of the one part and M. Zaid & Contractor, Flat#F-10, Baradari Apptt., Block 13-D, Gulshan-e-Iqbal Karachi operating on business under the name of style of Sole Proprietor by their M/S M. Zaid & Contractor, Flat#F-10, Baradari Apptt., Block 13-D, Gulshan-e-Iqbal Karachi Hereinafter called the Contractors (which expression shall include their successors and assignees of the said firm heirs executors, Deputy Commissioner District Korangi and assignees of the said individual members of the said firm) of the other part.

WHEREAS the \_\_\_\_\_ has accepted the Contractor's, Tender hereunto annexed and dated \_\_\_\_\_ and dated CONSTRUCTION OF ROOM, TOILET & STORE IN MAIN BUILDING FOR ELECTION CELL OFFICE DISTRICT KORANGI. Sanction Accorded by Deputy Commissioner District Korangi Amounting Rs.9,92,216/- (Nine Lac Ninety Two thousand Two Hundred Sixteen Rupees Only) Time Limit 60 Days, Penalty 2,000/- P/Day signed by the Contractors after having made themselves fully acquainted with its meaning and effect as the Contractors have already deposited Sum of Rs: 20,000/- (Twenty Thousand Only) 2% For Above said work as security deposit Rs: 20,000/- Vide Challan No: \_\_\_\_\_ in addition to the Earnest Money Rs: \_\_\_\_\_ vide Challan No: \_\_\_\_\_ Dated: \_\_\_\_\_ and have given to the Deputy Commissioner District Korangi a lien over such sum as Security for the due fulfillment of the contract NO. THIS AGREEMENT WITNESS that the Deputy Commissioner District Korangi and the Contractors shall respectively well truly carry out and fulfill the Contract and abide by all the terms and conditions of the aforesaid specifications of the tender.

The Contractors do hereby bind themselves, their heir's successors/ legal representatives and assigns to pay to the Deputy Commissioner District Korangi a sum of \_\_\_\_\_ by way of penalty in case of the breach of any of the terms and conditions of the contracts including those mentioned on the tender without prejudice to the right of the Deputy Commissioner District Korangi to recover the damages for any such breach.

IN WITNESS WHEREOF, the said parties have set their hand this. 2nd day of April <sup>2018</sup> Deputy Commissioner District Korangi Karachi.

WITNESSES:  
[Signature]  
[Signature]

[Signature]  
DEPUTY COMMISSIONER  
DISTRICT KORANGI KARACHI  
[Signature]  
CONTRACTOR  
M. ZAID & CONTRACTOR



DEPUTY COMMISSIONER  
OFFICE, City Court  
Karachi

28 MAR 2018

# SPPRA BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

## DMC KORANGI.

Work No. 01

CONSTRUCTION OF ROOM, TOILET & STORE IN MAIN BUILDING FOR ELECTION  
CELL OFFICE DISTRICT KORANGI.

PC Cost:-	Rs. 9,96,627/-
Bid Security:-	Rs. 20,000/-
Tender Cost: -	Rs. 1,000/-

TENDER ISSUED TO:-  
M/s. M. Zaid & Contractor.  
SPPRA PO No. 0057363  
Dated 30/1/18 For Rs. 1000/-

Signature  
SPPRA ACCOUNTANT (S&B)



## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

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

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any

alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

- (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

**BIDDING DATA**

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

(a). Name of Procuring Agency **DMC Korangi**

(b). Brief Description of Works ***CONSTRUCTION OF ROOM, TOILET & STORE IN MAIN BUILDING FOR ELECTION CELL OFFICE DISTRICT KORANGL***

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

(d). Estimated Cost:- **Rs. 9,96,627/-**

(e). Amount of Bid Security:- **Rs. 20,000/-** (Fill in lump sum amount

or in 2% of bid amount /estimated cost, but not exceeding 5%)

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

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

(h). Percentage, if any, to be deducted from bills :- **R.M 8% + I.Tax 7.5%**

(i). Deadline for Submission of Bids along with time :- **02-02-2018 Time : 2:00 Pm**

(j). Venue, Time, and Date of Bid Opening:- **3:00 PM on 02-02-2018 at Committee Room District Municipal Corporation Korangi Karachi, 1<sup>st</sup> Floor D.C. Korangi Office Near Total Petrol Pump Korangi # 2 ½ Karachi**

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

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

(m). Deposit Receipt No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount **Rs. 1,000/-**  
:(in words and figures) **One Thousand Only.**

*M. Zaid*  
**M. ZAID & CONTRACTOR**

*Fayaz Hussain*  
**Executive Engineer**  
**DMC Korangi**  
**Executive Engineer**  
**(B&R) DMC Korangi**

## Conditions of Contract

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

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

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

### **Clause – 3: Termination of the Contract.**

**(A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

**(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

**Clause 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

#### Clause-10: Quality Control.

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

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

**Clause – 11:**

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

**Clause – 12: Examination of work before covering up.**

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

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



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

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

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

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

**Clause -18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

Contractor

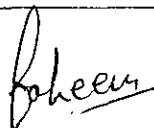
*M. Zaid*  
**M. ZAID & CONTRACTOR**

*Fayaz Hussain*  
Executive Engineer  
DMC Korangi  
Executive Engineer  
(B&R) DMC Korangi

## BILL OF QUANTITIES

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

S #	Particular	Quantity	Rate	Unit	Amount
1	Dismantling c.c plain 1:2:4	751.0	3327.50	% Cft	24990.0
2	P/L 1:3:6 cement concrete solid block masonry wall 6" and below in 1.6 cement sand mortar in G/F super structure i/c railing out joint and curring etc.	472.0	15771.01	%Cft	74439.0
3	½ " thick plaster in ratio 1:4	1375.0	2283.93	% Sft	31404.0
4	First class deodar wood wrought joinery in doors and windows etc, fixed in position including chowkats hold fasts hinges, iron tower bolts, chock cleats, handles and cords with hooks, etc. 1¾" Thick	314.0	1273.76	P/Sft	399961.0
5	Preparing surface and painting of doors & windows any type.	628.0	2116.41	% Sft	13291.0
6	Providing & Laying 3" Thick CC Flooring	976.0	4411.82	%Sft	43059.0
7	Fabrication of heavy steel work with angles, tees, flat iron, round iron and sheet iron for making trusses, girders, tands etc. including cutting, tanks etc i/c cutting, drilling riveting, handling assembling and fixing but excluding erection in position.	40.51	4928.49	P/CWT	199653.0
8	Erection rolled steel beams or old rails in roofs stc, erection & fixing in position.	40.51	186.34	P/CWT	7549.0
9	Preparing surface and painting guard bars, gates of iron bars grating, railing (including standards braces, etc) and similar open work.	532.0	1270.83	% Sft	6761.0
10	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending, laying etc complete.	8.17	5001.70	P/CWT	40864.0
11	Providing & Fixing G.I frames / choukats of size 7" x 2" or 4½" x 3" for windows using 20 guage G.I Sheet i/c welded hinges and fixing at site with necessary hold fasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage. Tools and plants used in making and fixing.	39.0	240.50	P/Rft	9380.0



M ZAIB &amp; CONTRACTOR

12	Providing & Fixing G.I frames / choukats of size 7" x 2" or 4½" x 3" for doors using 20 guage G.I Sheet i/c welded hinges and fixing at site with necessary hold fasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage. Tools and plants used in making and fixing.	164.0	228.90	P/Rft	37540.0
13	Providing / Fixing Indian Style W.C	3.0	5772.80	Each	17318.0
14	Providing & fixing Wash Basin with pedestal	3.0	5192.0	Each	15576.0
15	Providing & fixing Brass Bib cock standard size ½" Dia Etc	4.0	150.92	Each	604.0
16	Providing, Laying uPVC pipes of class 'D' fixing in trenches i/c cutting fitting and jointing with solvent cement i/c testing with water to a head of 122 meter of 400 ft.	200.0	27.0	P/Rft	5400.0
17	Distempering	1800.0	1079.65	% Sft	19434.0
					<i>Total Amount Rs. 9,47,223/-</i>

4.75 ✓

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

Total (A) In Words \_\_\_\_\_

Contractor

*M. Zaid*  
**M. ZAID & CONTRACTOR**

*[Signature]*  
**Executive Engineer**  
**DMC Korangi**  
**Executive Engineer**  
**(B&R) DMC Korangi**

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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
<b>N/A</b>					

Total (B) In Words \_\_\_\_\_

Contractor

*M. Zaid*  
**M. ZAID & CONTRACTOR**

*Faraz Ali Khan*  
**Executive Engineer**  
**DMC Korangi**  
**Executive Engineer**  
**(B&R) DMC Korangi**

(SUMMARY OF BILL OF QUANTITIES)

We hereby quoted as follows:

		<u>In Figure</u>	<u>In Words</u>
<u>01</u>	Part .A (item based on S/R) 4.75 % Below/ Above ✓	Rs. 992216	Nine Lac ninety two Thousand Two hundred sixteen only
<u>02</u>	Part .B (item based on O/R)	Rs. -	-
<u>03</u>	Part .C (item based on A/R)	-	-
Grand Total (A+B+C)		Rs. 992216	Nine Lac ninety two Thousand Two hundred sixteen only

The Total amount is Rs. 992216/- In Words Nine Lac ninety two thousand two hundred sixteen only  
for the complete job for all schedule of rate & offer rates (whichever is included in the BOQ). *Furqan Hussain*

I/We have attached a Bid Security amounting to Rs. 20,000/= - as per NIT is shape of pay order bearing No. 00573601 dated 29-01-2018 issued from Sindh bank.  
(Bank)

Time Limit : 60 Calendar Days

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

Validity : 90+30 Days as per SPP Rules 2010

## NOTE:

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

For Office Use of DMC Korangi

Verified BOQ by:

*Furqan Hussain*

E. F. Korangi  
Executive Engineer  
(B&R) DMC Korangi

Signature of the contractor with stamp

*Furqan Hussain*  
**M. ZAID & CONTRACTOR**Address: Flat NO: F10, Baradari ApartmentBlock 13-D Gulshan-e-Iqbal Karachi.



# OFFICE OF THE EXECUTIVE ENGINEER

## DMC KORANGI

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

### Eligibility / Qualification Criteria

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

### Qualification Criteria

<u>S.No.</u>	<u>Eligibility / Qualification Criteria</u>
01	Minimum Three years Experience of relevant field
02	Turnover of at least Rs. 3.00 Million in last three years (Attach Documentary Evidence Bank Statement, Tax Returns, Audited Balance sheets etc.)
03	Required Bid security may be attached.
04	Bid is designed named and stamped by the authorized person of the firm along with Authorization Letter.

  
**M. ZAID & CONTRACTOR**

  
**EXECUTIVE ENGINEER**  
**DMC KORANGI.**  
**Executive Engineer**  
**(B&R) DMC Korangi**