Office of executive engineer



lirectorate of Commissioner Harachi

4. Club Road, Main Corondssioner Office, Karachi. Tel No. 99205887,Fax 98205388

CONTRACT ASBREMENT

THIS CONTRACT AGREEMENT made on the 13件 day of April 2018 between Executive Engineer, Project Directorate of Commissioner Karachi, on the one basis

M/s. A.R Enterprises, A.No. 1246, St. No. 20, Azem Basti Mchmoodabad, Karachi. Wallet Executive Engineer Project Directorate of Commissioner Karachi has accepted / sanctioned the world contract for "MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING JANIT DE SERVICES)" Rs. 9,84,000/- (Rupees Nine Lac Eighty Four Thousand Only) Within penalty 8, (18) 497 and Penalty Rs.1,000/- Per Day according to the specification of the general condition of contract and by contractor after having made himself fully acquainted with their meaning.

Whereas the contractor has already furnished 2% Ecritist Money / performance security amounting Rs. 20,000/- in shape of pay order, with the Executive Engineer Project Directorate of Commission Karachi of total bid amount the remaining balance amount as Recention money 8% will be deduce 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 ass them in the Conditions of Contract hereinafter referred to.

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

- The Contract Agreement;
- The Letter of Acceptance (b)
- $\{z\}$ Award letter / Work order
- (ä) The completed Form of 8ld;
- (£) The Priced schedule / Bill of Quantities
- (f) The Drawing
- (e) The General Conditions of contract & contract usits

in consideration of the payments to be made by the Executive Engineer Project Directorate Commissioner Karachi to the Contractor as hereinafter mentioned, the Contractor hereby coverage Addressive with the Executive Engineer Project Directorate Addressive with the Executive Engineer Project Director as hereinafter mentioned, the Contractor hereby coverage Addressive with the Executive Engineer Project Directorate Addressive with the Executive Engineer Project Directorate Addressive with the Executive Engineer Project Directorate of Commissioner Karachi to execute a complete the works any remedy defects therein in conformicy and in all respects with the provisions of the conformic conformics and in all respects with the provisions of the conformic conformics and in all respects with the provisions of the conformic conformics. Energy energy defects thereign conformed and in all respects with the provisions of the opposition of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and completion of the works as per provisions of the execution and the execution are the execution and the execution and the execution and the execution and the execution are the execution and the execution and the execution are the execution are the execution and the execution are the execu contractor, in consideration of the execution and completion of the works as per provisions 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 APR 2018

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

ii) WiTNESS WHEREOf the garties hereto have caused this Agreement to be executed on the

A. R. Einerprises

Contractor's Signature with Seat

Proprietor

EXECUTIVE ENGINEER PROJECT DIRECTURATE OF COMMISSIONER MARACHI

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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	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING JANITORIAL SERVICES)
4)	TENDER NUMBER	EE/PD/CKD/09/2017-18, Date: 23-01-2018
5)	BRIEF DESCRIPTION OF CONTRACT	AS DESCRIBED IN TITLE OF CONTRACT
6)	FORUM THAT APPROVED THE SCHEME	M & R.
7)	TENDER ESTIMATED VALUE	Rs. 10,00,000/-
8)	ENGINEER'S ESTIMATE (FOR CIVIL WORK ONLY)	Rs. 9,84,000/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(12) MONTH
10)	TENDER OPENED ON DATE AND TIME	14-02-2018 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 A.R. Enterprises. H.No. 1246, St No. 20, Azam Basti Mehmoodabad, Karachi
16)	CONTRACT AWARD PRICE	SANCTION RUPEES RS. 9,84,000/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E. 1ST 2ND 3RD EVALUATION BID)	1 ST M/S A.R. Enterprises. 2 ND M/S Shamsdin. 3 RD M/S M.Shaheer Enterprises.

18)	METHO	O OF PROCUREMENT USED :- (TICK ON)	Ε)
In	single	STAGE-ONE ENVELOPE PROCEDURE	
B) SINGI	LE STAGE-TWO ENVELOPE PROCEDURE	
C	TWO	STAGE BIDDING PROCEDURE	
D) TWO	STAGE-TWO ENVELOPE BIDDING PROC	EDURE
EME		SE SPECIFY IF ANY OTHER METHO DIRECT CONTRACTING ETC. WITH BRIE	D OF PROCUREMENT WAS ADOPTED I.E. EF REASONS.
19)	PROVII	DING AUTHORITY AWARD CONTRACT	Executive Engineer Project Directorate of Commissioner Karachi
20)	WHETH	HER THE PROCUREMENT WAS INCLUDI	ED IN ANNUAL PROCUREMENT PLAN
21)	ADVED	STISEMENT:	YES √ NO
21)	ADVER	STISEMENT.	
	i)	SPPRA Website (if yes give date & SPPRA Identification	on No.)
			YES <u>www.spprasindhgov.pk</u>
	::)	Navionarian	SPPRA Tender SR. No. 36406
	ii)	Newspapers (if yes give names of newspapers & days	ates)
			N/A
22)	NATURI	E OF CONTRACT	
			DOMESTIC / LOCAL LOCAL INT
23)	WHETH	ER QUALIFICATION CRITERIA WAS INC	DOMESTIC / LOCAL LOCAL INT LUDED IN BIDDING / TENDER DOCUMENTS?
_0,		nclose copy).	,,
			YES √ NO
24)	WHETH	ER BID EVALUATION CRITERIA WAS IN	CLUDED IN BIDDING / TENDER DOCUMENTS?
,		nclose copy).	,
			YES √ NO
25)		ER APPROVAL OF COMPETENT AUTHO THAN OPEN COMPETITIVE BIDDING?	RITY WAS OBTAINED FOR USING A MEHTOD
			YES NO N/A
26)	WAS BII	O SECURITY OBTAINED FROM ALL THE	BIDDERS?
			YES √ NO
27)		ER THE SUCCESSFUL BID WAS LOWEST of Consultancies).	r evaluated bid / best evaluated bid
	`	•	YES NO N/A
28)	WHETH	ER THE SUCCESSFUL BIDDER WAS TEC	CHNICALLY COMPLIANT?
,			YES √ NO
			Page 2 of 3

	• • • •			
29) WHETHER NAMES OF THE BIDDER AND THEIR QUOTED PRICES WERE READ ***IME OPENING OF BIDS?				ГТНЕ
		YES √	NO_	
-30)	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE (Attach a copy of the bid evaluation report).	THE AWARD	OF CON	ΓRACT?
31)	ANY COMPLAINTS RECEIVED? (If yes, result thereof)	YES	NO	√
		YES	NO	
32)	ANY DEVIATION FORM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (If yes, given details.).	₹		
		YES	NO	√
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, given reasons)			
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, detailed reasons).	YES	NO	$\sqrt{}$
		YES	NO	$\sqrt{}$
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELE FIRM IS NOT BLACK LISTED?	CCTED		
		YES √	NO	
36)	WAS A VIST MADE BY ANY OFFICER / OFFICIAL OF THE PROCU AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING O (If yes, enclose a copy).	THE PROCUR		?
		YES	NO	N/A
37)	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION AD CONTRACT (BANK GUARANTEE ETC)?	VANCE PAYM	IENT IN	ТНЕ
		YES	NO	N/A
38)	SPECIAL CONDITION, IF ANY (If yes, give Brief Description).			
		YES	NO	$\sqrt{}$

Signature & Official Stamp of Authorized Officer

FOR OFFICE USE ONLY

<u>SPPRA, Block No.8, Sindh Secretariat No. 4-A, Court Road, Karachi</u> Tel: 0219205356, 021-9205369 & Fax No. 021-9206291.

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BIDDING DO

STANDARD BIDDING DOCUMENT
PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING JANITORIAL SERVICES)

Cost: -

On offer rate basis

(Approximate Cost Rs. 1.00 Million)

Bid Security: -

2 % Bid Cost.

Tender Cost: -

Rs. 1,000/-

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract. Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted. Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- 4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

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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: MAINTENANCE & REPAIR TO COMMISSIONER OFFICE

KARACHI (PROVIDING JANITORIAL SERVICES)

(c). Procuring Agency's address: - Executive Engineer Project Directorate of

Commissioner Karachi, 4 Club Road Main

Commissioner Office, Karachi.

(d). Cost: -On offer rate basis (Approximate Cost less than Rs. 1.00 Million)

2 % of the bid (this will be converted into (e). Amount of Bid Security: -

performance guarantee after successful bidding.

(f). Period of Bid Validity (days):- 90 Days.

(g). Security Deposit :-

(including bid security):-10% of Cost (2% as performance guarantee

& 8% will be deducted as security deposit from

running payments).

(h). Deadline for Submission of

Bids along with time: -

14-02-2018 upto 2:00 PM

(i). Venue, Time, and Date of

Bid Opening: -

14-02-2018 upto 2:00 AM, at Office of the Executive

Engineer Project Directorate of Commissioner

Karachi, 4 Club Road Main Commissioner Office,

Karachi.

(i). Time for Completion from

written order of commence: - 12 Months

(k).Liquidity damages: -

(0.05 of Estimated Cost or Bid cost per day of delay

but total not exceeding 10%).

(L). Deposit Receipt No: Date:

Amount Rs. 1000 (Rupees One Thousand Only) in

the name of Executive Engineer/Authority issuing

bidding document)

Project Directorate of

Commissioner Karachi

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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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

Clause - 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.

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- (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.

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6

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Clause – 7: Payments.

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

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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(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.

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9

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 labor 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 incharge) 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

Contractor

Executive Engineer/Procuring Agency

A. R. Enterprises

Promoiet in

SCHEDULE "B"

MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING JANITORIAL SERVICES)

No.	Description of item to be executed at site	Required Months	Rate	Unit	Amount in Rupees
1.	 Janitorial Services by employing sanitary workers / sweepers as required with cleaning material i/c brooms, mops, phenyl, surf powder, bleach etc. The Services include but not limited to. Daily cleaning, sweeping mopping of all levels, entrances, corridors, offices, lobbies, Dry / wet cleaning of all floor areas. Daily Cleaning Sweeping mapping of all toilets, washrooms, pantries, at least twice a day. Daily emptying of all dustbins as many times as necessary and keeping the dustbins in neat conditions. 	1 Job for 12 Months	820erg= Per Month Arwest	P/job	984000/

Total (B) Rupees 9,84,000/2	
in Words_ Nine lac Eighly Four thousand	rupees
- 	

Conditions

- •The firms will show / supply list of staff engaged by him for the subjected work showing fu!! bio data of staff.
- The firm will provide copy of CNIC of staff deputed with 02 photographs for issuing them entry passes which will be valid for only working hours.
- The entrance passes will be un-transferable and if any irregularity or complain found, the firm in question will be held responsible.
- The entrance passes will be returned after completion of work or to be left at work by the holder.
- The firms contact numbers, full present address should be intimated for office record.
- The cleaning material should be made available at all times for inspection by Assistant Engineer and will not be moved out without his permission.
- All T & P is responsibility of the firm.
- Payment will be paid on monthly basis subject to availability of funds with this office.
- The income tax, Sindh Revenue Board tax and other taxes will be deducted as per Government rules.

The bid money of 2% of bid value will be treated as performance security and 8% amount will be deducted from each running payment as security deposit.

A. R. Enterprises

Proprietor

EXECUTIVE MIGINEER
PROJECT DIRECTORATE OF
COMMISSIONER KARACHI.

SUMMARY OF BILL OF QUANTITIES

/ w	/e herby quoted as follows:	<u>In Figure</u>	<u>In Words</u>
01	Part. A (Item based on S/R)% Below / Above	Rs. 984000	
02	Part. B (Item based on O/R)	Rs.	
03	Part. C (item based on A/R)		
Grani	d Total (A+B+C)	Rs. 9840007	
fhh			chedule of rate & offer rates (which
Ve hav			
	90 Days as per SPPRA Rules 2010	s. 1,000/- per day (Max	.10% of Sanctioned Cost)
te:			
•	Tender must be quoted in figure a All over writing & correction if an We/I read the standard bidding D abide all of them and also provide when directed.	y must be initialed & sta ocuments (Volume-I, II,	amped by the bidder. , III, & IV) and agreed to
	Signature	of the contractor with s	tamp

Address:

House # 1246 Stoel # 20 Azar bash Mehmoo Labad Knach

Executive Engineer
Project Directorate of
Commissioner Karachi

A. R. Enterprises

Proprietor



OFFICE OF EXECUTIVE ENGINEER PROJECT DIRECTORATE OF COMMISIONER KARACHI

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

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

Eligibility Criteria.

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

Qualification Criteria.

<u>Sr.#</u>	Qualification Criteria.				
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.				

EXECUTIVE ENGINEER
Project Directorate of
Commissioner Karachi

A. R. Enterprises

Probasica



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/ 3/ /2017-18

Dated: 13 /04/2018

WORK ORDER

TO.

M/S A.R Enterprises.

GOVERNMENT CONTRACTOR.

Subject:

MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI

(PROVIDING JANITORIAL SERVICES)

Your offer on B-1/B-II Tender for the above subjected work for Rs. 9,84,000/- (Rupees Nine Lac, Eighty Four Thousand 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 (12) month which should please be strictly adhered to.

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.

EXECUTIVE ENGINEER
Project Directorate of
Commissioner Karachi

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.



PRCIECT DIRECTORATE OF COMMISSIONER KARACHI

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

CONTRACT ASBERMENT

THIS CONTRACT AGREEMENT made on the 13 Aday of App (1) Executive Engineer, Project Directorate of Commissioner Karachi, on the one part

M/s. A.R Enterprises, H.No. 1246, St No. 20, Azam Basti Mein Judabad, Karaclf/WHEREA Executive Engineer Project Directorate of Commissioner Karachi has accepted / sanctioned the vyc contract for "maintenance & repair to commissioner office karacki (Crerayio) PASSENGER LIFT)" Rs. 3,94,800/- (Rupees Three Lac Ninety Four Thousand Eight Hundred Only) M period of (12) Months and Penalty as. 1,000/- Per Day according to the specification of/the ge condition of contract signed by contractor after having made himself fully acquainted with members

Whereas the contractor has already furnished 2% Earnest Money / performance security amounts Rs. 20,000/-in shape of pay order, with the Executive Engineer Project Directorate of Commission Karachi of total bid amount the remaining balance amount as Retention money 5% will be dedufrom the bill of the contractors.

NOW this Agreement witnessed as follows:

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

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

- (a) The Contract Agreement;
- (b) The Lette, of Acceptance
- (c) Award letter / Work order
- (c) The completed Form of Bid;
- The Priced schedule / Bill of Quantities (e)
- (1) The Crawing
- The General Conditions of contract & contract data

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

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 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 contact.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the

The day of ATEXIC

Promietor

Contractor's Signature with Sear

EXECUTIVE ENGINEER PROJECT DIRECTORATE OF COMMISSIONER KARACHI

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	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (OPERATION OF PASSENGER LIFT)
4)	TENDER NUMBER	EE/PD/CKD/09/2017-18, Date: 23-01-2018
5)	BRIEF DESCRIPTION OF CONTRACT	AS DESCRIBED IN TITLE OF CONTRACT
6)	FORUM THAT APPROVED THE SCHEME	M & R.
7)	TENDER ESTIMATED VALUE	Rs. 4,00,000/-
8)	ENGINEER'S ESTIMATE (FOR CIVIL WORK ONLY)	Rs. 3,94,800/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(12) MONTH
10)	TENDER OPENED ON DATE AND TIME	14-02-2018 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 A.R. Enterprises. / H.No. 1246, St No. 20, Azam Basti Mehmoodabad, Karachi
16)	CONTRACT AWARD PRICE	SANCTION RUPEES RS. 3,94,800/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E. 1ST 2ND 3RD EVALUATION BID)	1 ST M/S A.R. Enterprises. 2 ND M/S Shamsdin. 3 RD M/S M.Shaheer Enterprises.

18)	METHO	O OF PROCUREMENT USED :- (TICK ONE)	
A).SINGLE	STAGE-ONE ENVELOPE PROCEDURE	<u> </u>
В	•	E STAGE-TWO ENVELOPE PROCEDURE	
С) TWO	STAGE BIDDING PROCEDURE	
D		STAGE-TWO ENVELOPE BIDDING PROCEDI	IRE
	,		
EME		SE SPECIFY IF ANY OTHER METHOD (DIRECT CONTRACTING ETC. WITH BRIEF R	
19)	PROVID	DING AUTHORITY AWARD CONTRACT	Executive Engineer Project Directorate of Commissioner Karachi
20)	WHETH	IER THE PROCUREMENT WAS INCLUDED I	N ANNUAL PROCUREMENT PLAN
-	4 DUED	CTICEN (ENIT	YES √ NO
21)	ADVER	STISEMENT:	
	i)	SPPRA Website (if yes give date & SPPRA Identification N	o.)
			YES www.spprasindhgov.pk
			SPPRA Tender SR. No. 36406
	ii)	Newspapers (if yes give names of newspapers & dates)	1
		(1.700 8.70 1	N/A
22)	NATURE	OF CONTRACT	
			√
221	MUCTU	ED OUALIEICATION CRITERIA MAS INCLUI	DOMESTIC / LOCAL LOCAL INT DOCUMENTS?
23)		ER QUALIFICATION CRITERIA WAS INCLUI nclose copy).	DED IN BIDDING / TENDER DOCOMENTS:
			YES √ NO
24)		ER BID EVALUATION CRITERIA WAS INCLU	DED IN BIDDING / TENDER DOCUMENTS?
	(if yes, e	nclose copy).	Type / No
			YES √ NO
25)		ER APPROVAL OF COMPETENT AUTHORIT' [HAN OPEN COMPETITIVE BIDDING?	Y WAS OBTAINED FOR USING A MEHTOD
	OTHER	THIN OF EN COME BITTIVE BIBBING.	YES NO N/A
26)	MAC DIF	SECURITY OBTAINED FROM ALL THE BID	
26)	WAS DIL	SECORITI OBTAINED FROM ALL THE BID	YES √ NO
o =>	*****		
27)		ER THE SUCCESSFUL BID WAS LOWEST EV. of Consultancies).	ALUATED BID / BEST EVALUATED BID
	(YES NO N/A
28)	WHETH	ER THE SUCCESSFUL BIDDER WAS TECHNI	
203	************	DIVINI SOCIESSI OL DIDDLIK WAS I DCIMI	YES √ NO
			Page 2 of 3

29)	WHETHER NAMES OF THE BIDDER AND THEIR QUOTED PRICES IME OPENING OF BIDS?	S WERE	READ	OUT AT	THE
		YES		NO	
- 30)	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE TO (Attach a copy of the bid evaluation report).	THE AW	ARD O	F CONT	'RACT?
31)	ANY COMPLAINTS RECEIVED? (If yes, result thereof)	YES		NO	√
		YES	T	NO	
32)	ANY DEVIATION FORM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (If yes, given details.).	!			_
		YES		NO	$\sqrt{}$
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, given reasons)				
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, detailed reasons).	YES		NO	$\sqrt{}$
		YES		NO	$\sqrt{}$
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELE FIRM IS NOT BLACK LISTED?	CTED		1	
		YES		NO	
36)	WAS A VIST MADE BY ANY OFFICER / OFFICIAL OF THE PROCUS AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING O (If yes, enclose a copy).	THE PF			,
		YES		NO	N/A
37)	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION AD CONTRACT (BANK GUARANTEE ETC)?	VANCE	PAYMI	ENT IN	ТНЕ
		YES		NO	N/A
38)	SPECIAL CONDITION, IF ANY (If yes, give Brief Description).				
		YES		NO	

Signature & Official Stamp of
Authorized Officer

FOR OFFICE USE ONLY Commission on the Karachi

<u>SPPRA, Block No.8, Sindh Secretariat No. 4-A, Court Road, Karachi</u> Tel: 0219205356, 021-9205369 & Fax No. 021-9206291.

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (OPERATION OF PASSENGER LIFT)

Cost: -

On offer rate basis

(Approximate Cost less than Rs. 1.00 Million)

Bid Security: -

2% of Bid Cost.

Tender Cost: -

Rs. 1,000/-

R. Enterprises

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: MAINTENANCE & REPAIR TO COMMISSIONER OFFICE

KARACHI (OPERATION OF PASSENGER LIFT)

(c). Procuring Agency's address: - Executive Engineer Project Directorate of

Commissioner Karachi, 4 Club Road Main

Commissioner Office, Karachi.

(d). Cost: - On offer rate basis (Approximate Cost less than Rs. 1.00 Million)

(e). Amount of Bid Security: - 2 % of the bid (this will be converted into

performance guarantee after successful bidding.

(f). Period of Bid Validity (days):- 90 Days.

(g). Security Deposit :-

(including bid security):- 10°

10% of Cost (2% as performance guarantee

& 8% will be deducted as security deposit from

running payments).

(h). Deadline for Submission of

Bids along with time: -

14-02-2018 upto 2:00 PM

(i). Venue, Time, and Date of

Bid Opening: -

14-02-2018 upto 2:00 AM, at Office of the Executive

Engineer Project Directorate of Commissioner

Karachi. 4 Club Road Main Commissioner Office,

Karachi.

(j). Time for Completion from

written order of commence: - 12 Months

(k).Liquidity damages: -

(0.05 of Estimated Cost or Bid cost per day of delay

but total not exceeding 10%).

(L). Deposit Receipt No: Date:

Amount Rs. 1000 (Rupees One Thousand Only) in

the name of Executive Engineer/Authority issuing

bidding document)

Executive Engineer
Project Directorate of
Commissioner Karachi

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4

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.

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- (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.

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b

Clause – 7: Payments.

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

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F)** Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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(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.

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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 labor 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 incharge) 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

Contractor A. R. Enterprises Executive Engineer/Procu

SCHEDULE "B"

MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (OPERATION OF PASSENGER LIFT)

Item No.	Description of item to be executed at site	QTY	Rate	Unit	Amount in Rupees
1.	Operation of passenger lift by deputing qualified lift operator daily day office hours for (9:00 AM to 5:00 PM) including running lift smoothly and keep the lift car/cabin in neat & clean condition, Oiling, Greasing and intimating the fault (if arise) to Assistant Engineer at once for rectification by authorized company.	1 Job for 12 Months	32900 Per Month	P/job P/Month	394800/

In Words Three Lace Ninely four Mousand Eght. Hundred rupes

Conditions

- The firms will show / supply list of staff engaged by him for the subjected work showing full bio data of staff.
- The firm will provide copy of CNIC of staff deputed with 02 photographs for issuing them entry passes which will be valid for only working hours.
- The entrance passes will be un-transferable and if any irregularity or complain found, the firm in question will be held responsible.
- The entrance passes will be returned after completion of work or to be left at work by the holder.
- •The firms contact numbers, full present address should be intimated for office record.
- •The cleaning material should be made available at all times for inspection by Assistant Engineer and will not be moved out without his permission.
- All T & P is responsibility of the firm.
- Payment will be paid on monthly basis subject to availability of funds with this office.
- The income tax, Sindh Revenue Board tax and other taxes will be deducted as per Government
- The bid money of 2% of bid value will be treated as performance security and 8% amount will be deducted from each running payment as security deposit.
- The firm is responsible for daily operation of one No. Lifts in good working condition during office hours.
- The lift operators working timing shall be from 09:00 AM to 05:00 PM excluding Sundays & Gazette holidays and can be extended in emergency without any additional cost.
- The Contract can be extended with mutual understanding.
- In case of any party wishes to terminate the agreement, three months prior notice shall be deemed essential.

A. R. Enterpri

EXECUTIVE ENGINEER PROJECT DIRECTORATE OF COMMISSIONER KARACHI.

SUMMARY OF BILL OF QUANTITIES

We herby quoted as follows: OI Part. A (Item based on S/R)		In Words
1	In Figure	
% Below / Above	Rs. 3/14800/_	
02 Part. B (Item based on O/R)	Rs.	
03 Part. C (Item based on A/R)		
Grand Total (A+B+C)	Rs. 394 800/	/
The Total amount is Ninely form housan	Rs. 3948007 d ELGH Hen	in Words Three Car
10	for the complete job for	all schedule of rate & offer rates (which
ever included in the BOQ).		`
bearing No. <u>0'354 5526</u> dated <u>c.6</u>	CJ. / 8 issued/from	- /- as per NIT is shape of pay order m Mcezan Sank Mchma) is
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Validity: 90 Days as per SPPRA Rules 2		Max.10% of Sanctioned Cost)
Validity: 90 Days as per SPPRA Rules 2 Note: Tender must be quoted in f All over writing & correction	2010 Tigure & in words both oth n if any must be initialed a ding Documents (Volume)	Max.10% of Sanctioned Cost) nerwise liable to be cancelled. & stamped by the bidder. -I, II, III, & IV) and agreed to
Validity: 90 Days as per SPPRA Rules 2 Note:	2010 Tigure & in words both oth n if any must be initialed a ding Documents (Volume)	Max.10% of Sanctioned Cost) nerwise liable to be cancelled. & stamped by the bidderI, II, III, & IV) and agreed to outs with our signatures as &
Validity: 90 Days as per SPPRA Rules 2 Note:	igure & in words both oth nif any must be initialed adding Documents (Volume provide all these documentature of the contractor woress:	Max.10% of Sanctioned Cost) nerwise liable to be cancelled. & stamped by the bidderI, II, III, & IV) and agreed to nts with our signatures as & ith stamp
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OFFICE OF EXECUTIVE ENGINEER PROJECT DIRECTORATE OF COMMISIONER KARACHI

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

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

Eligibility Criteria.

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

Qualification Criteria.

<u>Sr.#</u>	Qualification Criteria.
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.

Linterprises 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/ よみ /2017-18

Dated: /3 /04/2018

WORK ORDER

TO,

M/S A.R Enterprises.

GOVERNMENT CONTRACTOR.

Subject:

MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI

(OPERATION OF PASSENGER LIFT)

Your offer on B-1/B-II Tender for the above subjected work for Rs. 3,94,800/- (Rupees Three Lac, Ninety Four Thousand Eight Hundred 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 (12) month which should please be strictly adhered to.

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.

EXECUTIVE ENGINEER
Project Directorate of
Commissioner Karachi

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.