



KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER
WATER TRUNK MAIN DIVISION

ST-6, Block-6, Near T.O Clinic Gulshan Chowrangi, Gulshan-e-Iqbal Karachi
Cell No.0300-3589627

NOTICE RE-INVITING TENDER
THROUGH PRESS (On offer Rate Basis)
Estimated Cost Rs.38.00 Million

Sealed Cover Tenders are re-invited on Single Stage One Envelop System from interested Contractors who have valid license of Pakistan Engineering Council in their respective Categories to participate Categories wise as per Rule-46 (i) (a) 1 (iv) on CSR / Item Rate Basis of SPP Rules-2010 for the following work.

Sr. No.	Details	Conditions
1.	Name of work	PROVIDING / LAYING OF 18" DIA M.S LINE FROM C- ROAD, NAZIMABAD NO.2 TO HABIB BANK ROUND ABOUT (INTERCONNECTION OF FTM TO BDM).
2.	Eligibility of Firm	All eligible Contractor/ Bidder should having N.T.N Certificate. i) Registered with Pakistan Engineering Council at least in C-5 and field specialized in CE-09 & ME-06. ii) At least (03) Three years relevant work Experience Certificate. iii) Turnover of last three years iii) Registration with Sindh Revenue Board (SRB) (Must be attached)
3.	Tender can be purchased	Tender documents can be purchased from the office of the Accounts Officer (Revenue), KW&SB at KW&SB head office at 1 st Floor Old KBCA Annexy Building, behind Civic Center, Gulshan-e-Iqbal, Karachi, b/w 9:00 am to 1.00pm in any working day except the date of opening of the tenders, KW&SB own funds.
4.	Source of Funding	KW&SB own funds.
5.	Bid Security	2% of bid security of the quoted cost/ price in shape of pay order or Demand Draft and Bank Guarantee from any schedule Bank of Pakistan in favor of KW&SB. Bid security must be accompanied with the Tender documents. Otherwise the tenders shall be treated as invalid & rejected.

6.	Tender Fee	Rs.3000/- Non-Refundable in shape of pay Order in favor of KW&SB.
7.	Start date of issuing tender documents	With effect from <u>01-03-2016</u> , 1 st date of publication in press.
8.	Last date of issuing tender documents	One day before the date of opening tender
9.	Date and time of submission of tenders and opening of Tenders	<u>21-03-2016</u> upto 2:00 pm and will be opened at 2:30 PM.
10.	Place of Opening	Tender will be opened by the Procurement Committee-I , KW&SB at the office of the Chief Engineer (IP&D) KW&SB at 9 th Mile Karsaz main Sharah-e-Faisal, Karachi.
11.	Scope of Work	For improvement of water supply System.

CONDITIONS:-

1. The Procuring Agency may reject any bid subject to the relevant provision of SPPR-Rules-2010.
2. Tenders/ bidding documents can be downloaded from SPPRA website.
3. Conditional bid cannot be accepted.
4. Affidavit that firm has never been blacklisted.
5. Details of equipments, machineries and transport owned by firm.
6. In case of undesirable circumstances on submission of opening of date & time or Government declares holiday the tender shall be submitted / opened on the next working day at the same time & venue.
7. No tender shall be issued on the date of opening of tender.

KARACHI WATER & SEWERAGE BOARD



Karachi Water & Sewerage Board

OFFICE OF THE EXECUTIVE ENGINEER WATER TRUNK MAIN DIVISION
ST-6, Block-6, Near T.O Clinic Gulshan Chowrangi, Gulshan-e-Iqbal, Karachi

NOTICE RE-INVITING TENDER THROUGH PRESS (On offer Rate Basis) Estimated Cost Rs.38.00 Million

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KWSB/DPR/2016/11

KARACHI WATER & SEWERAGE BOARD



کراچی واٹر اینڈ سیوریج بورڈ



آفس آف دی ایگزیکٹو انجینئر ڈائریکٹ مین ڈویژن
ایس ٹی-6 بلاک-6 نزدنی اوپننگ مینشن چورنگی مینشن اقبال، کراچی

نوٹس دوبارہ طلبی ٹینڈر

پریس کے ذریعے (آئی ایم آر کی بنیاد پر)

تخمینی لاگت: 38.00 ملین روپے

سنگل اسٹیج، سنگل انویسٹمنٹ سسٹم کے تحت رول-46(i)(a)1(iv) کے مطابق ایس آر آئی ایم آر کی بنیاد پر ایس ٹی 6 بلاک 6 کے تحت درج ذیل کاموں کیلئے سربراہ ٹینڈر مطلوب ہیں۔

1	کام کا نام	سی روڈ ٹانم آباد نمبر 2 سے حبیب بینک چوراہے تک 18 انچ قطر کی ایم ایس لائن کی فراہمی/تعمیر (ایف ٹی ایم سے ٹی ڈی ایم تک انٹرنیکٹ)
2	ٹھیکیداری اہلیت	تمام اہل ٹھیکیداروں/بولی دہندہ کے پاس این ٹی این نمبر ہونا چاہئے (i) پاکستان انجینئرنگ کونسل میں کم از کم سی-5 میں رجسٹرڈ اور فیڈرل ایپلائیڈ میں CE&ME-06 (ii) متعلقہ کام کا 3 سالہ تجربہ (iii) گزشتہ 3 سال کا ٹرن اور (iv) سندھ ریونیو بورڈ (ایس آر بی) میں رجسٹریشن لازمی منسلک ہونا چاہئے۔
3	ٹینڈر خرید سے جاسکتے ہیں	ٹینڈر دستاویزات اکاؤنٹس ایمر (ریونیو) کے دفتر کے ڈبلیو اور ایس ٹی واقع پبلک منزل اولڈ کے بی سی اے انٹیکس بلاگ/کے ڈبلیو اور ایس ٹی ایئر آفس، سوک سینٹر مینشن اقبال کراچی سے ٹینڈر کھلنے کے دن کے سوا سچ 9 بجے سے دوپہر ایک بجے تک حاصل کی جاسکتی ہیں۔ کے ڈبلیو اینڈ ایس ٹی کا اپنا فنڈ
4	فنڈنگ کا ذریعہ	کے ڈبلیو اینڈ ایس ٹی کا اپنا فنڈ
5	زر ضمانت	درج کردہ نایلت کے 2% کے مساوی کراچی واٹر اینڈ سیوریج بورڈ کے نام ہے آرڈر ایک ڈرافٹ اور بینک گارنٹی کی شکل میں۔ بولی کی زر ضمانت ٹینڈر دستاویزات کے ساتھ منسلک ہونی چاہئے بصورت دیگر ٹینڈر غیر موثر ہوگا/مسٹر دکر دیا جائے گا۔
6	ٹینڈر کی قیمت	3000/- روپے (تاقابل واپسی) کراچی واٹر اینڈ سیوریج بورڈ کے نام ہے آرڈر کی شکل میں۔
7	ٹینڈر کے اجراء کی آخری تاریخ	2016-03-01 سے پہلے مزید اشاعت کی تاریخ سے۔
8	ٹینڈر کے اجراء کی آخری تاریخ	ٹینڈر کھولے جانے سے ایک دن قبل
9	ٹینڈر جمع کرانے اور کھولے جانے کی تاریخ	2016-03-21 کو دوپہر 2 بجے تک اور کھولے جائیں گے دوپہر ڈھائی بجے۔
10	ٹینڈر کھلنے کا مقام	ٹینڈر پروکیورمنٹ کمپنی - ٹینڈر پروکیورمنٹ کمپنی 1- کے ڈبلیو اور ایس ٹی چیف انجینئر (آئی ٹی اور ڈی) کے ڈبلیو اور ایس ٹی کے دفتر واقع 9th میل کارساز شاہراہ فیصل کراچی میں کھولے گی۔
11	کام کا مقصد	واٹر سپلائی کے نظام کو بہتر بنانا

شرائط

- 1- پروکیورنگ ایجنسی ایس ٹی 6 بلاک 6 کے تحت کوئی بھی بولی مسٹر دکر کتنی ہے۔
- 2- ٹینڈر ایس ٹی 6 بلاک 6 کے ویب سائٹ www.spprasindh.gov.pk پر دیکھے اور ڈاؤن لوڈ کئے جاسکتے ہیں۔
- 3- مشروط بولیاں قبول نہیں کی جاسکتیں۔
- 4- اس بات کا حلف نامہ کہ فرم کبھی بیک لسٹ نہیں ہوئی۔
- 5- فرم کی زیر ملکیت ایکویٹیس، ہشیریز اور فرانسپورٹ کی تفصیلات۔
- 6- ٹینڈر جمع کرانے/کھولنے کی تاریخ کو کوئی ناخوشگوار صورتحال رونما ہونے یا حکومت کی جانب سے تعطیل کے اعلان کی صورت میں ٹینڈر رائے کام کے دن اسی وقت اور جگہ پر جمع کرانے کھولے جائیں گے۔
- 7- ٹینڈر کھلنے کی تاریخ کو کوئی ٹینڈر جاری نہیں کیا جائے گا۔

کراچی واٹر اینڈ سیوریج بورڈ

اڱارو پهرين مارچ 2016 ع بمطابق (21 جمادي الاول 1437 هـ)

ڪراچي واٽر ۽ سيوريج بورڊ

آفيس آف ڊي ايگزيڪيوٽو انجنيئر واٽر ٽرنڪ مين ڊويزن
ST_6, Block_6, Near T.O Clinic Gulshan Chowrangi, Gulshan_e_ ilqbal, Karachi



ٽينڊر بيهه گھرائڻ لاءِ نوٽيس

پريس ذريعي (آفريٽ بنياد تي)

ڪٽيل لاڳت 38.00 ملين رپيا

خواهشمند ڪنٽريڪٽرز جيڪي پاڪستان انجنيئرنگ ڪائونسل جو سنڊن لاپابيل مناسب ڪيٽيگريز ۾ رول (iv) 1 (a) 46 تحت حصو وٺڻ جو ڪارآمد لائيسنس رکندڙ هجن. انهن کان سنڪل اسٽيج هڪ لفافي واري طريقاڪار تحت هيٺ ڄاڻايل ڪمن لاءِ ايس بي بي رولز 2010 مطابق سي ايس آر / ايتس ريت بنيادن تي مهريند لفافن ۾ بيهه ٽينڊر گھرائڻن ٿا.

سيريئل نمبر	تفصيل	شرط
1	ڪر جو نالو	سي۔ روز، ناظر آباد نمبر 2 کان حبيب بئنڪ چورنگي (ايف ٽي ايمر کان بهي ٿي ايمر ڪي ڳنڍيندڙ روڊ لاءِ 18 اٽچ قطر ايمر ايس لائين جي فراهمي ۽ وڃائڻ)
2	فرم جي اهليت	سڀني اهل ڪنٽريڪٽرز / واڪ ڏيندڙن اين تي اين سرٽيفڪيٽ رکندڙ هجن (i) پاڪستان انجنيئرنگ ڪائونسل سان گھٽ ۾ گھٽ C-5 ڪيٽيگري ۾ رجسٽريشن ۽ CE_09 & ME_06 جي شعبي ۾ خصوصيت (ii) لاپابيل ڪر جو گھٽ ۾ گھٽ ٽي (03) سال تجربو (iii) گذريل ٽن سالن جو ٽرن اوور (iv) سنڌ روٽينيو بورڊ (SRB) سان رجسٽريشن (لازمي شامل ڪريو)
3	ٽينڊر حاصل ڪري سگھيا	ٽينڊر دستاويز آفيس اڪائونٽس آفيسر (روٽينيو) KW & SB ڪراچي واٽر اينڊ سيوريج بورڊ هيڊ آفيس فرسٽ فلور اولڊ ڪي بي سي اي اينڪسي بلڊنگ سوڪ سينٽر گلشن اقبال ڪراچي مان ٽينڊر ڪلڻ واري ڏينهن کان علاوه ڪنهن به ڪم ڪار واري ڏينهن تي صبح 09:00 وڳي کان منجهند 01:00 وڳي تائين خريد ڪري سگھجن ٿا
4	فنڊنگ جو ذريعو	KW & SB جا پنهنجا فنڊ
5	بڊ سيڪيورٽي	ڪوٽيڊ رفر / قيمت جو 2 سيڪڙو بڊ سيڪيورٽي KW & SB جي حق ۾ پاڪستان جي ڪنهن به شيڊيولڊ بئنڪ مان ٺهرايل ٻي آرڊر يا ڊامانڊ ڊرافٽ ۽ بئنڪ گارنٽي جي صورت ۾ گھريل هوندي. بڊ سيڪيورٽي ٽينڊر دستاويزن سان لازمي طور شامل ڪئي وڃي، ٻي صورت ۾ ٽينڊر اڻپورا سمجهيا ويندا ۽ رد ڪيا ويندا.
6	ٽينڊر في	KW & SB جي حق ۾ 3000 روپين (تاقابل واپسي) جي ٻي آرڊر جي صورت ۾
7	ٽينڊر دستاويز جاري ڪرڻ جي تاريخ	پريس ۾ اشاعت جي پهرين ڏينهن يعني 2016_03_01 کان
8	ٽينڊر دستاويزن جي آخري تاريخ	ٽينڊر ڪولڻ کان هڪ ڏينهن پهرين تائين
9	ٽينڊر جمع ڪرائڻ ۽ ڪولڻ جي تاريخ ۽ وقت	2016_03_21 منجهند 02:00 وڳي تائين ۽ منجهند 02:30 وڳي ٽينڊر ڪوليا ويندا.
10	ڪولڻ جو هنڌ	ٽينڊر پروڪيورمينٽ ڪميٽي - KW & SB 1 پارن چيف انجنيئر (آءِ بي اينڊ ڊي) KW & SB 9th mile ڪارساز مين شاهراه فيصل ڪراچي ۾ ڪوليا ويندا
11	ڪم جو مقصد	واٽر سپلائي سسٽم جو سٽارو

شرط

1. پروڪيورنگ ايجنسي ايس بي بي آر رولز 2010 مطابق ڪم به هڪ يا سمورا واڪ رد ڪري سگھي ٿي.
2. ٽينڊر واڪ دستاويز ويب سائيٽ تان پڻ ڊائون لوڊ ڪري سگھجن ٿا.
3. مشروط واڪ قابل قبول نه هوندا.
4. اهڙو حلف نامو ته فرم ڪڏهن به بليڪ لسٽ نه ٿي آهي.
5. فرم جي ملڪيت ۾ ايندڙ اڪيويٽمينٽ مشينري ۽ ٽرانسپورٽ جا تفصيل
6. ڄاڻايل تاريخ تي ڪنهن اڻوڻندڙ صورتحال يا سرڪاري طور موڪل هئڻ جي صورت ۾ ٽينڊر ايندڙ ڪم ڪار واري ڏينهن ساڳئي هنڌ ۽ وقت تي جمع ڪرائي سگھيا
7. ٽينڊر ڪولڻ واري ڏينهن تي ڪم به ٽينڊر جاري نه ڪيو ويندو.

ڪراچي واٽر اينڊ سيوريج بورڊ

کراچی واٹر اینڈ سیوریج بورڈ



آفس آف دی ایگزیکٹو انجینئر واٹر ورک مین ڈویژن
ایس ٹی-6 بلاک-6 نزد ٹی اوکلینک، گلشن چورنگی، گلشن اقبال، کراچی

نوٹس دوبارہ طلبی ٹینڈر

پریس کے ذریعے (آئی ایم سی کی بنیاد پر)
تخمینی لاگت: 38.00 ملین روپے

مشکل اسٹیج، مشکل انویسٹمنٹ سسٹم کے تحت رول-46 (i) (a) 1 (iv) کے مطابق سی ایس آر/آئی ایم سی کی بنیاد پر ایس ٹی پی آر سے روز 2010 کے تحت درج ذیل کاموں کیلئے سربراہ ٹینڈر مطلوب ہیں۔

1	کام کا نام
2	تمام اہل ٹیکنیسیوں/بولی دہندہ کے پاس این ٹی این نمبر ہونا چاہئے (i) پاکستان انجینئرنگ کونسل میں کم از کم سی-5 میں رجسٹرڈ اور لیٹلڈ اسپیشلائزڈ میں CE&ME-06 (ii) متعلقہ کام کا 3 سالہ تجربہ (iii) گزشتہ 3 سال کا ٹران اورور (iv) سندھ ریپبلک بورڈ (ایس آر بی) میں رجسٹریشن لازمی منسلک ہونا چاہئے۔
3	ٹینڈر دستاویزات اکاؤنٹس ایئر (ریوینو) کے دفتر کے ڈیپو اور ایس ٹی پی آر کے ایس ایس ایس بلڈنگ/ڈیپو اور ایس ٹی پی آر کے ایس ایس ایس، سوک بیٹنگ گلشن اقبال کراچی سے ٹینڈر کھلنے کے دن کے سوا 9 بجے سے دوپہر ایک بجے تک حاصل کی جاسکتی ہیں۔ کے ڈیپو اینڈ ایس ٹی پی آر کا اپنا فنڈ
4	فنانسنگ کا ذریعہ
5	ذرمعات
6	ٹینڈر کی قیمت
7	ٹینڈر کے اجراء کی آخری تاریخ
8	ٹینڈر کے اجراء کی آخری تاریخ
9	ٹینڈر جمع کرانے اور کھولنے کی تاریخ
10	ٹینڈر کھلنے کا مقام
11	کام کا مقصد

شرائط

- 1- پروکیورنگ ایجنسی ایس ٹی پی آر سے روز 2010 کی متعلقہ شیڈل کے تحت کوئی بھی بولی مسترد کر سکتی ہے۔
- 2- ٹینڈر ایس ٹی پی آر کے ویب سائٹ www.spprasindh.gov.pk پر دیکھے اور ڈاؤن لوڈ کئے جاسکتے ہیں۔
- 3- مشروط بولیاں قبول نہیں کی جاسکتیں۔
- 4- اس بات کا حلف نامہ کہ فرم کسی بلیک لسٹ نہیں ہوئی۔
- 5- فرم کی ذمہ داریت، ایگزیکٹو انجینئر اور ڈائریکٹوریٹ کی تصدیقات۔
- 6- ٹینڈر جمع کرانے/کھولنے کی تاریخ کو کوئی ناخوشگوار صورت حال رونما ہو تو یا حکومت کی جانب سے تعطیل کے اعلان کی صورت میں ٹینڈر اگلے کام کے دن اسی وقت اور جگہ پر جمع کرانے/کھولے جائیں گے۔
- 7- ٹینڈر کھلنے کی تاریخ کو کوئی ٹینڈر جاری نہیں کیا جائے گا۔

کراچی واٹر اینڈ سیوریج بورڈ



KARACHI WATER & SEWERAGE BOARD

HUMAN RESOURCES, DEVELOPMENT & ADMINISTRATION DEPARTMENT
PHONE NO. 021-99231464, 021-99231463

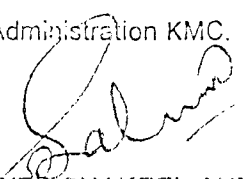
No: KW&SB/HRD&A/DMD/944

Dated: 30.10.2015

CORRIGENDUM

In pursuance of office order issued vide No.KW&SB/DMD//HRD&A/919 dated 22.10.2015 regarding of rules-31 of SPPR, A complaint redressal committee (CRC) is Constituted, requires appropriate correction as under:

Sr. No.04 May Be Read as : Sr. Director (HRM) KMC.
Instead of : Director Administration KMC.


(SYED SHAKEEL AHMED)
DY. MANAGING DIRECTOR
KW&SB

Distribution

1. Dy. Managing Director (TS) KW&SB.
2. Dy. Managing Director (Finance) KW&SB / Convener Committee.
3. Dy. Managing Director (Planning) KW&SB.
4. The Chief Engineer Korangi KW&SB / Member Secretary Committee.
5. The Chief Engineer Central KMC / Member of the Committee.
6. The Senior Director HR-II KMC / Member of the Committee.
7. The Divisional Account Officer (South), KW&SB.
8. The Director (IT), KW&SB.
9. The Director Administration, KW&SB.
10. The Asstt. Director (LFA), KW&SB.
11. The Accounts Officer (Estt), KW&SB.
12. Office Copy.
13. Master File.

C.C. to Managing Director, KW&SB.



KARACHI WATER & SEWERAGE BOARD
HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT
PHONE NO. 021 - 99231464 - 021 - 99231463

No. KW&SB/D.M.D/HRD&A/919

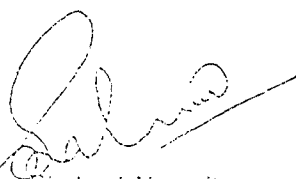
Dated: 22-10-2015

OFFICE ORDER

With immediate effect, for compliance of Rule-31 of SPPR, A Complaint Redressal Committee (CRC) is constituted comprising of the following:

1. Dy. Managing Director (Finance), KW&SB Convener
2. Chief Engineer (Korangi), KW&SB Member/Secretary
3. Chief Engineer (Central), KMC Member
4. Director Administration, KMC Member
5. Divisional Accounts Officer (South), KW&SB Member

This issues on the recommendation of Dy. Managing Director (TS) KW&SB, Dy. Managing Director (Planning), KW&SB and with the approval of Managing Director, KW&SB.


(Syed Shakesai Ahmed)
Dy. Managing Director (HRD&A)
KW&SB

DISTRIBUTION

1. Dy. Managing Director (TS) KW&SB
2. Dy. Managing Director (Finance) KW&SB/Convener Committee
3. Dy. Managing Director (Planning) KW&SB
4. Chief Engineer, Korangi, KW&SB/Member/Secretary Committee.
5. Chief Engineer, Central, KMC/Member of the Committee.
6. Director Administration, KMC/Member of the Committee.
7. Divisional Accounts Officer (South) KW&SB
8. Director (IT) KW&SB
9. Director Personnel, KW&SB
10. Director Administration, KW&SB
11. AD (LFA) KW&SB
12. AO (ESTT) KW&SB
13. Office Copy.
14. Master File.

c.c. to Managing Director, KW&SB

KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IPD)

Block-B, 9th Mile Karsaz, Shakra-e-Faisal, Karachi

Telephone # 99245161

No.KW&SB/CE(IPD)/2013/236

Dated: /5-03-2013

OFFICE ORDER

In pursuance of Rule-07 of the Sindh Public Procurement Rules, 2010, instruction of SPPRA communicated vide No.Dir(Enf-I)/SPPRA/1-3/(GEN)/12-13/8001, dated: 26-02-2013 and with the approval of Managing Director, KW&SB, Procurement Committee is hereby re-constituted for performing the functions prescribed in Rule-08 of Rules ibid for the works for which evaluation report required to be hoisted on Sindh Public Procurement Authority's Web Site, as under:

S.No	Nominee	Position in P.C
1	Chief Engineer (IPD)	Convener
2	Chief Engineer (Concerned)	Member
3	Representative of D.G (TS) KMC	Member
4	Representative of Finance Advisor, KMC	Member
5	Accounts Officer (Concerned)	Member / Secretary

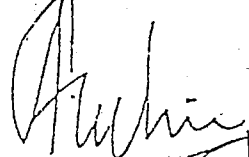
The office of the Convener / Chief Engineer (IPD), shall be headquarter for Procurement Committee.

The Concerned office of Chief Engineer shall maintain the record of procurement proceedings as required under Rule-9 of SPPRA 2010.

Uniform criteria for assessment of bids shall be used by all the Procurement Committees, to ensure uniformity of assessment of similar items and works.

This modifies the earlier order bearing No.MD/KW&SB/2011/197/L dated:18-06-2011.

This issue with the approval of Managing Director, KW&SB.


Chief Engineer (IPD)
KW&SB

Copy to:


1. The Managing Director, KW&SB.
2. The All DMD's KW&SB.
3. The All C.E's KW&SB.
4. The Assistant Director (LFA), KW&SB.
5. The P.S to Chairman, KW&SB.
6. The All Accounts Officer, KW&SB.


Copy also to:

1. The Administrator, KMC.
2. The Chief Officer / Municipal Commissioner, KMC.
3. The Director General (T.S), KMC.
4. The Financial Advisor, KMC.
5. The Director (C.B) SPPRA, GOS.

ANNEXTURE-II
PROCUREMENT PLAN (NON-DEVELOPMENT)
WATER TRUNK MAIN DIVISION KW&SB (F.Y.2015-2016)

SR.NO.	FUND HEAD & SUB HEAD	NAME OF WORK AND BREAK UP	ALLOCATED FUNDS AND BREAK UP FOR DIFFERENT LOCATIONS / SITES	ITEMS TO BE EXECUTED	METHOD OF PROCUREMENT	ANTICIPATED / ACTUAL DATE OF ADVERTISEMENT	ANTICIPATED / ACTUAL DATE OF START	ANTICIPATED / ACTUAL DATE OF COMPLETION	REMARKS
A	B	C	D	E	F	G	H	I	J
1	7173-11	Procurement of Consumable Material.	Rs.2,00,000/=	Procurement of Store Material	Through Quotation/ Authority's Website/	-	-	-	-
2	7173-23	Minor repair & maintenance work	Rs.80,00,000/=	Repair & Maintenance of minor works	Through Quotation/ Authority's Website/	-	-	-	-
3	7173-22	Repair & Maintenance work of all Trunk Mains	Rs.80,00,000/=	Repair & Maintenance of all Trunk Mains	Through Quotation/ Authority's Website/	-	-	-	-
4	7173-39	Rehabilitation of all Trunk Mains	Rs.80,00,000/=	Rehabilitation of all trunk mains	Through Quotation/ Authority's Website/	-	-	-	-


NADEM AHMED KHAN
Divisional Accountant Officer
Water Trunk Mains Division
K.W & S.B. Board


(MUH. AMMAD BIAZ)
Executive Engineer
WTM/KDC-II, KW& SB

NOTE SHEET

(Page ___)

SUBJECT: PROVIDING AND LAYING OF 18" DIA. M.S. LINE FROM ROAD, NAZIMABAD NO.2 TO HABIB BANK ROUNDABOUT (INTERCONNECTION OF FTM TO BDM).

74

The subjected work is of very important nature, severe water crises in the extreme tail end areas feeding through FTM 33" dia 24" dia like wise Shershah, Baldia, Maripur, PAF Base Masroor.

75

A part from this so many illegal water connections in Orangabad, Jalalabad and Habib Bank of Water Mafia, the concernd staff of WTM Wing have launched numerous operations relates its disconnection and incurring huge expenditure on it, but efforts all in vein and water mafia repeatedly re-established the said illegal water connections in the above mentioned reach.

76

To resolve the issue of water crisis as well as to avoid water mafia network in the said vicinity. It is proposed to make bypass system by laying of 18" dia water line by pumping from "C" Road Pumping Station at Main Hakim Ibn-e-Sina Road.

77

In view of the above, it is therefore, requested that permission for recalling the tender may please be obtained from competent authority.

[Signature]
19/12/2016
Superintending Engineer
(WTM/BWSC),
K.W.&S.B.

✓
The C.E(BT&D)/DMD(T.S), KWSB.

78 Forwarded for n.d. n.s. & approval as per

Para 73 & 77/n fl.

[Signature]
MD/KSS

[Signature]
19/12/2016
DMD(CS)

Allow
as proposed
for immediate
publication

[Signature]
DMD/TL

[Signature]
MD/KSS

[Signature]
S.B.(WTM)

[Signature]
DMD(CS)
C.E(BT&D)

NOTE SHEET

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Paras


Reference


SUB: PROVIDING & FIXING OF 18" DIA M.S LINE FROM C ROAD NAZIMABAD NO.2 TO HABIB BANK ROUND ABOUT (INTERCONNECTION OF FTM TO BDM).


(72)
The above noted tender were called through press & published Daily i) The News ii) Nawa-e-Waqt iii) Nai Baat iv) Jurrat on Dated: 21-11-2015, three tenders were received on opening date i.e 08-12-2015 at 02:00 P.M and opened by Procurement Committee-I at 02:30 P.M on same day.

S. No	Name of Firm	Quoted Price	Corrected Price	Remarks
1	M/s. Alladin	Rs. 48,458,823/-	Rs. 44,996,416/-	Dis-qualified due to required documents are not attached
2	M/s. Mehran Shah Babar & Brothers Co.	Rs. 49,977,745/-	Rs. 49,978,978/-	Dis-qualified due to required documents and 2% P.O are not attached
3	M/s Knan Zaman & Brothers	Rs. 51,204,523/-	Rs. 51,428,338/-	Dis-qualified due to required documents and 2% P.O are not attached


(73)
M/s Alladin quoted the amount Rs.48,458,823/- seems to the higher side i.e 28.13% above from estimated cost and required documents are not attached, hence it is recommended to reject the tender due to the bid is on higher side & recall the tender if necessity of the work.


(Wasif Akhtar)
Account Officer (WTM)
Member / Secretary


(Saif-ul-Haque)
Additional Director
Internal Audit – KMC
Member


(Maqsood Ahmed Shaikh)
Superintending Engineer (KMC)
Member


(Zafar Ali Palijo)
Chief Engineer (WTM)
Member


(Abdul Rahim Khatti)
Chief Engineer (IPD)
Convener

C.E (WTM), KW&SB.

**EVALUATION CRITERIA OF THE TENDER RS.2.5 MILLION
TO RS.50 MILLION**

1. Contractor having NTN and copy must be available with tender, in case of supply item the GST registration must be available with tender.
 2. The pay order of bid security as mentioned in NIT and must be available with tender.
 3. 3 Years Experience Certificate of similar nature of job must be available with tender.
 4. Turnover Statement last 3 Years.
 5. Similar nature of Bidding Documents upto 2.5 million to Rs.50 million of SPPRA with filling Bidding Data & Contractor must be available with BOQ otherwise the tender cannot be accepted.
 6. Rate must be quoted in figure & words by the Contractor.
 7. Contractor should be registered with Sindh Revenue Board in terms of Rule-46(1) (iii) of SPPRA Rules, 2010 (amended 2014).
 8. Bid shall be properly signed by the Contractor with their stamped, address and contact #.
 9. If the estimate are based on schedule-2012 and premium can be allowed within allowable limit.
 10. If the estimate are preparing on Market Rate and 10% profit is included in R.A. & excess quoted cost cannot be consider.
 11. Conditional bid cannot be accepted.
 12. Bid must be submitted in sealed cover.
 13. Contractor firm cannot be debarred in KW&SB.
-

KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE EXECUTIVE ENGINEER

WATER TRUNK MAIN DIVISION-I

ABSTRACT OF COST

SUBJECT:- P/L OF 18" DIA M.S LINE FROM "C" ROAD, NAZIMABAD
NO.2 TO HABIB BANK ROUNDABOUT INTERCONNECTION
OF FTM TO BDM.

Estimated Cost , On Item Rate Basis.
Tender Cost. Rs.3000/=
Time Limit. 180 Days.
Penalty Rs.2000/= Per Day

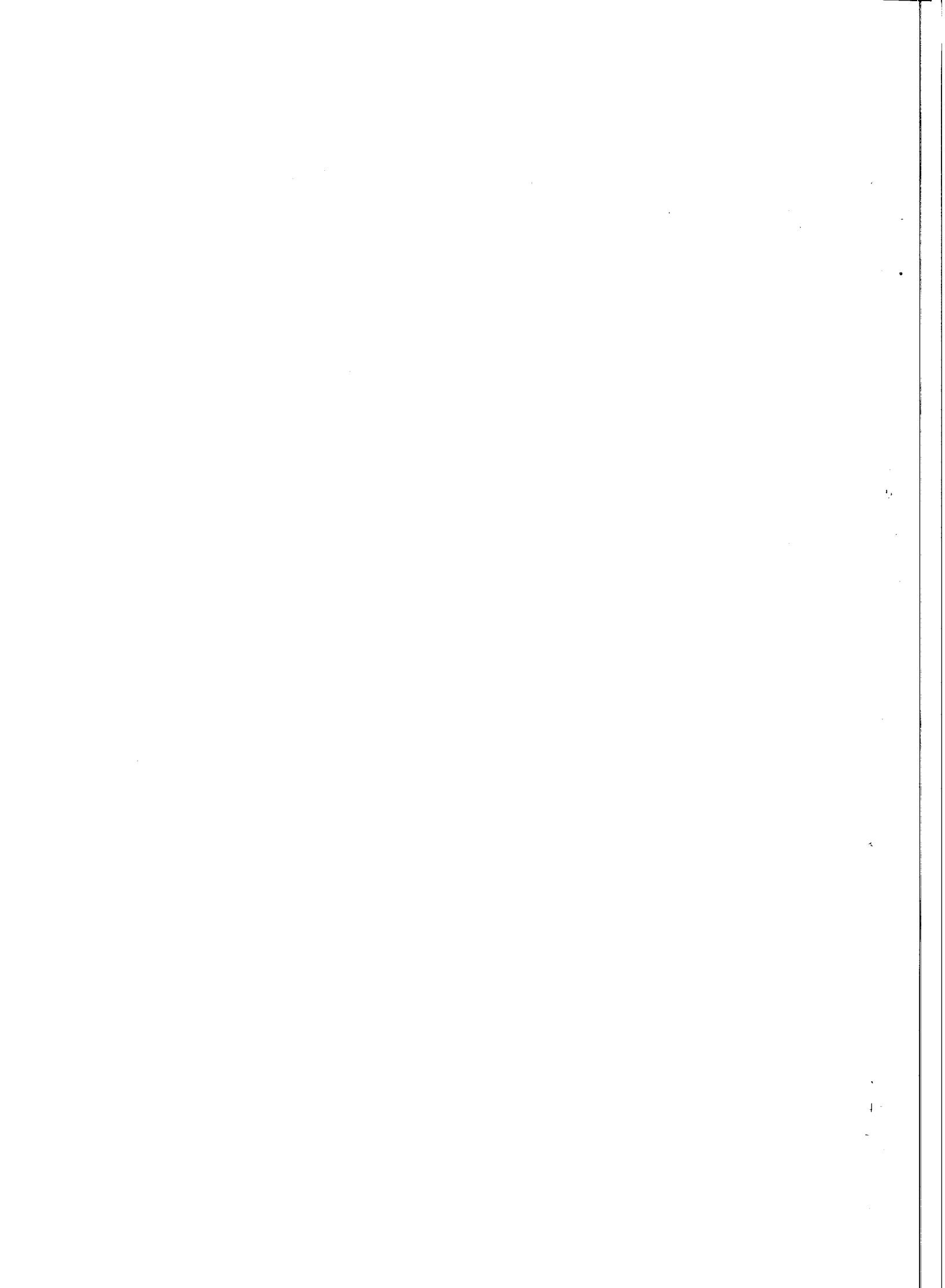
Issued to M/s.

Pay Order No.

Dated:

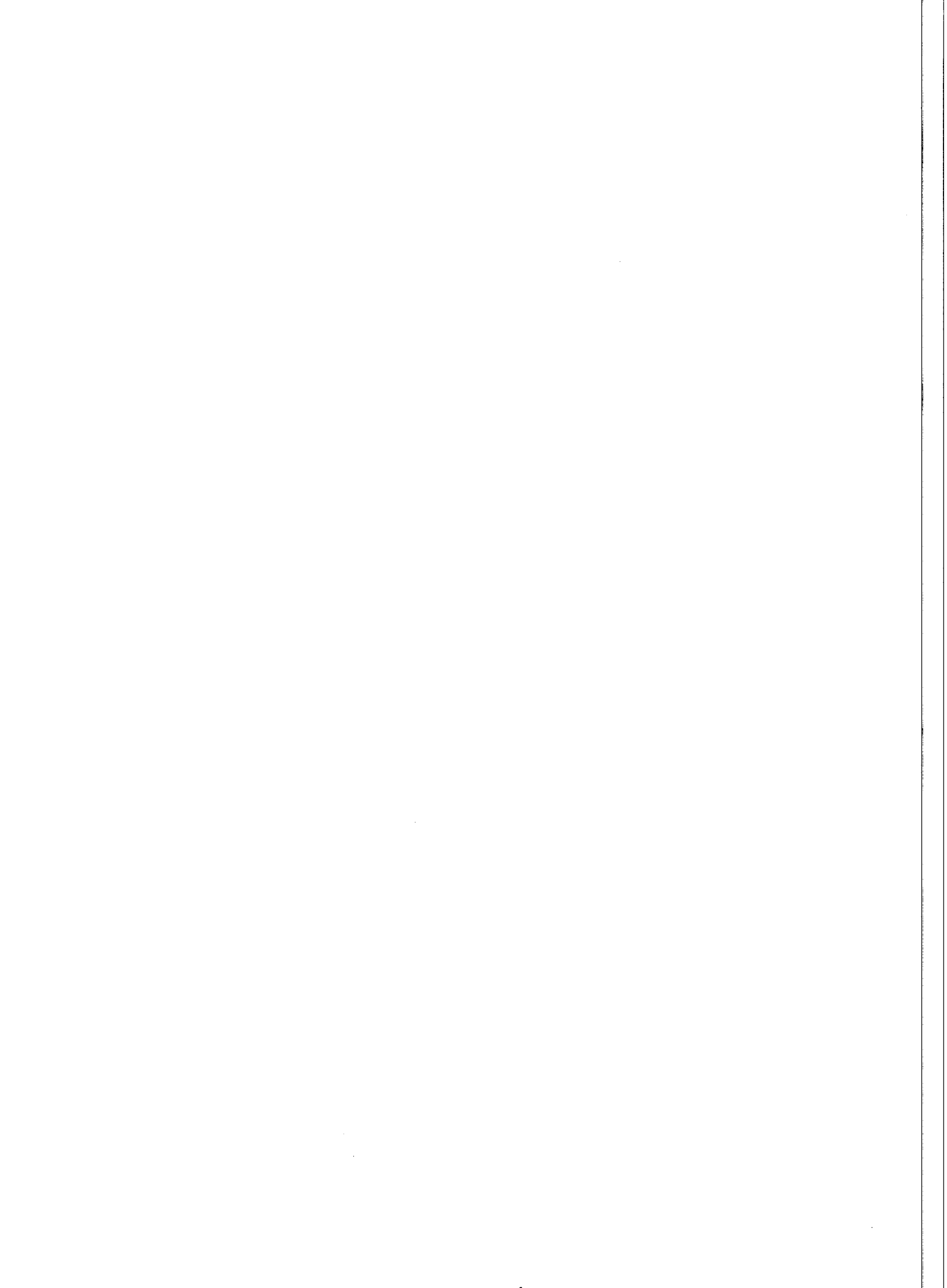
ISSUING AUTHORITY

S.NO.	DESCRIPTION	QTY.	RATE		PER UNIT / ITEM	AMOUNT IN RUPEES
			Rupees in Figures.	Rupees in Words.		
1.	Dismantling of existing asphalt concrete road including base, sub-base and disposal of dismantled materials to designated places.	2100 Sft			% Sft	
2.	Excavation for pipe line in trenches and pits in all kind of soil of murum i/c trimming and dressing sides to true alignment and shapes leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge. Providing fence guards, lights, flags and temporary crossing for non vehicular traffic whenever require lift upto 5 ft and lead upto one chain. Upto 1.5 meter depth	18750 Cft			%0Cft	
3.	Add for additional lift of every three feet or part there of for execution for pipelines and storage tanks, trenches and pits. From (5' to 8')	11250 Cft			%0Cft	
	From (8' to 11')	3600 Cft			%0Cft	
	From (11' to 14')	3600 Cft			%0Cft	
4.	Sand Haro	7650 Cft			% Cft	
5.	Cement concrete plain including placing compacting, finishing and curing complete (including screening and washing of stone aggregate with out shuttering (Ratio 1:2:4)	33851.25 Cft			% Cft	

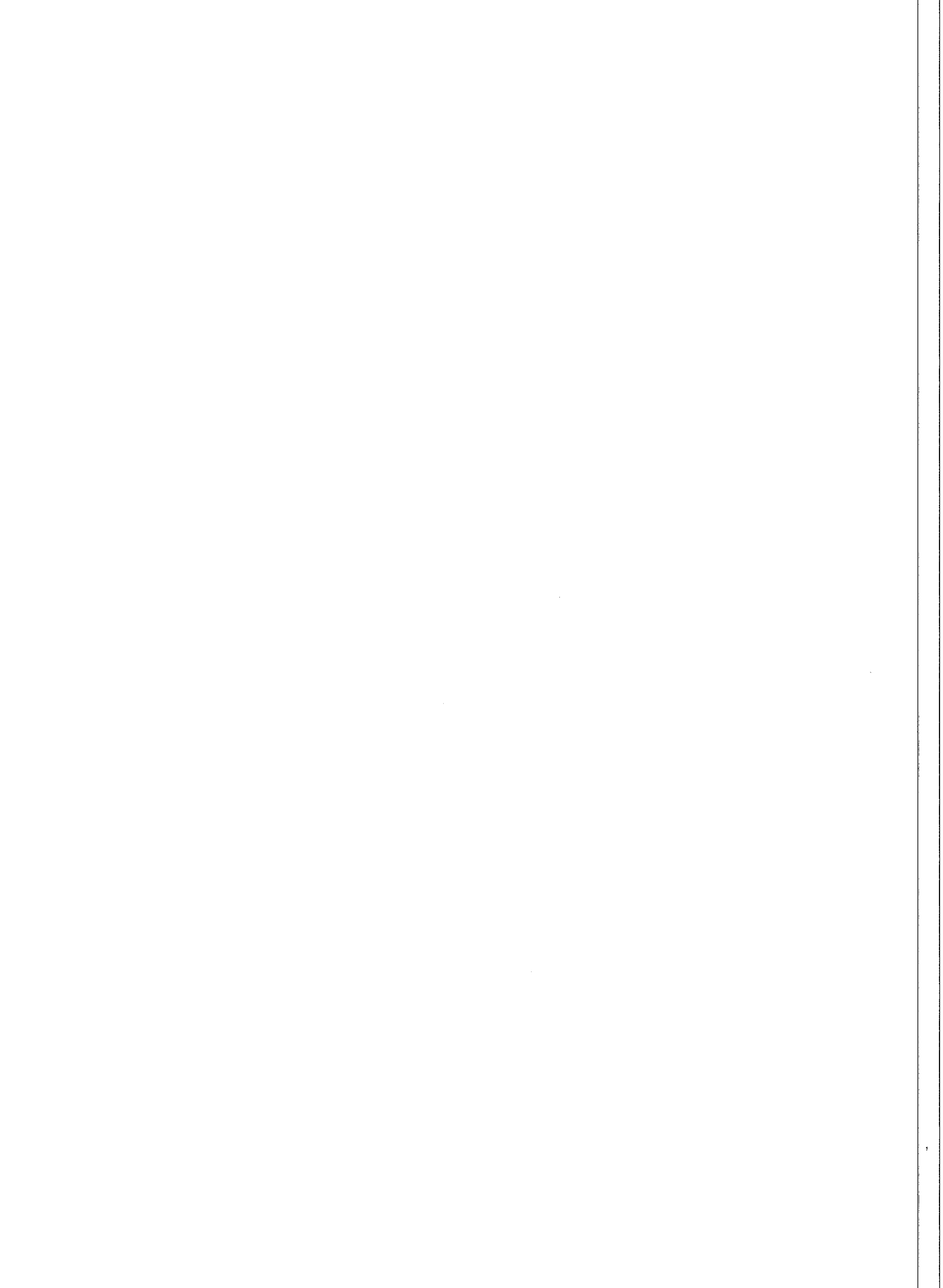


S.NO.	DESCRIPTION	QTY.	RATE		PER UNIT / ITEM	AMOUNT IN RUPEES
			Rupees in Figures.	Rupees in Words.		
6.	Erection and removal of centering for RCC or plain cement concrete works for partial wood vertical.	18000 Sft			% Sft	
7.	Manufacturing, Supplying and fixing black steel pipe made out of M.S Sheet conforming to APL 5L grade X-42 ERW external bitumen coating with fiber Glass 5.0m Thick & internally C.C lining 8.0m thick (AWWA specification) including laying & jointing with hilcal welding in trenches including the cost of bands of any degree and testing with water specified pressure for different dia of pipes (18" dia) (Straight) (6.4 mm thick).	4000 Rft			P/Rft	
8.	Providing and Fixing M.S Flange made of M.S plate having a thickness and total weight as mentioned against each item it includes the cost of making holes, facing, welding, nuts, bolts rubber packing white lead, fitter, cartage etc complete. 18" (1/2" thick plate) 115.7 Kg	06 Nos.			Each	
9.	Providing and Fixing M.S bend fabricated with 3/8" thick M.S Plate having in outer length and total weight as mentioned against each item. 18" dia (outer length 4.7fr and weight 115.71 Kg	12 Nos.			Each	
10.	Providing & Fixing M.S Split Collar Tee on PRCC Pipe of different sizes having wide as mentioned against each item to suit the size of connection fabricated with 3/4" thick M.S plate excluding the cost of the neck it includes the cost of 3/4" thick M.S square bars on both ends; 4 Nos 3/4" thick M.S Flanges with a total weight as mentioned against each item it also includes the cost of nuts and bolts, rubber packing labour and sealing material and all the tools and plants. Weight 338.39 Kg 33"x33" (3'-6") Weight 270.22 Kg 24" x 24" (3'-6")	02 Nos. 02 Nos.			Each Each	
11.	Providing and Fixing 0-9" long 3/8" thick M.S neck to existing M.S pipe or to a split collar tee having a total weight s mentioned against each item it i/c the cost of fabrication and welding to the split collar tee. 18" dia (Weight 49.089 Kg)	04 Nos.			Each	


S.NO.	DESCRIPTION	QTY.	RATE		PER UNIT / ITEM	AMOUNT IN RUPEES
			Rupees in Figures.	Rupees in Words.		
12.	Construction of C.C block masonry chambers with 24" x 24" C.I Cover & frame weighing 65 Kg fixed on RCC 1:2:4 slab 6" thick with steel ½" dia tor main bars @ 6" c/c bent up both side and both wages bars 8' thick C.C 1:3:6 block masonry walls set in 1:6 CM thick C.C 1:4:8 in foundation 2" thick C.C 1:2:4 flooring ½" thick cement plaster 1:6 to all inside wall surfaces top and bottom slab, outer side wall surface 1'-0" deep upto roof slab i/c M.S foot rest 5/8" dia bars every 2'-0" deep, curing excavation, dewatering re-filling etc complete. 6'x6'x'6 (inside dimension)	10 Nos.			Each	
13.	Providing ductile iron double Flange Butterfly Valve BS-5155 PN-16 Stainless Steel 304 Shaft NBR body, hard Chrome edge disc with gear and handle wheel operated (from SIAM Cast works Bangkok, Thailand). 32" dia 24" dia 18" dia	01 No. 02 Nos. 03 Nos.			Each Each Each	
14.	Fixing of Butterfly vales with two M.S Flange including the cost of nuts, bolts and rubber packing labour etc complte. 32" dia 24" dia 18" dia	01 No. 02 Nos. 03 Nos.			Each Each Each	
15.	Double acting Air Valve (Local) 6" dia	06 Nos.			Each	
16.(a)	Reinstatement of Road. Preparing Sub-Base by supplying and spreading wall graded pit as bed of ravel having a liquit limit not greater then 25' and plastic etc not greater then 6' proper chamber and grade i/c watering rolling and compacted layer not exceeding 6" compacted upto 98-100% density as pr modified AASHO density (Rate i/c all cost of material t&P and carriage upto 3 chians).	3150 Cft			% Cft	



S.NO.	DESCRIPTION	QTY.	RATE		PER UNIT / ITEM	AMOUNT IN RUPEES
			Rupees in Figures.	Rupees in Words.		
16(b)	Providing 1: ½" thick (consolidate) premixed carpet in proper camber and grade including supplying 15 Cft hill sand (of approved quality and grade) bitumen of 80/100 penetration including mixing in mechanical mixer in required proportion including heating materials and cleaning the road surface (Hill sand 3 Feet for mixing and 2.0 Cft for dusting) (Rate includes all cost of materials T&P and carriage upto 3 Chain. Using Much Bajri	2100 Sft			% Sft	
17.	Full hire charges of Pumping Set per day i/c the cost of Assistant, driver, fuel and electric energy charges platform required at various depth for placing pump and dismantling with suction and delivery pipe etc complete.	324 Day			P/Day	
18.	Synthetic Bags new / 1 st bharti 4 to 5 compacting with sand or earth sewing laying position under water.	6000 Nos.			Each	
19.	Preparing Sub-Base by supplying and spreading stone metal 1- ½" - 2" gauge of approved quality from approve quality in required thickness to proper camber and grade including hand packing mixed with shingle pit run gravel fines having P.I of not more than 6% in the ratio 2.3 including watering & compacting to achieve 98 -100% density as per modified AASHO specifications (Rate includes all cost of materials T&P and carriage upto 3 chains) (Specially required and recommended near and on trunk mains to minimize the chances of illegal connection through underground boring).	12000 Cft			% Cft	
20.	Providing & installation deep well turbine pump type B16D/2+150HP/4P KSB Motor + MCU with pump having minimum discharge of 2750 gls/min and pressure head of 125 Rft Minimum and other accessories complete in all respect.	01 No.			Each	



S.NO.	DESCRIPTION	QTY	RATE		PER UNIT ITEM	AMOUNT IN RUPEES
			Rupees in Figures	Rupees in Words		
21	Refilling of the excavated in trenches 6" thick layer i/c watering, ramming to full compaction etc complete.	17550 Cft			%0Cft	
	TOTAL					

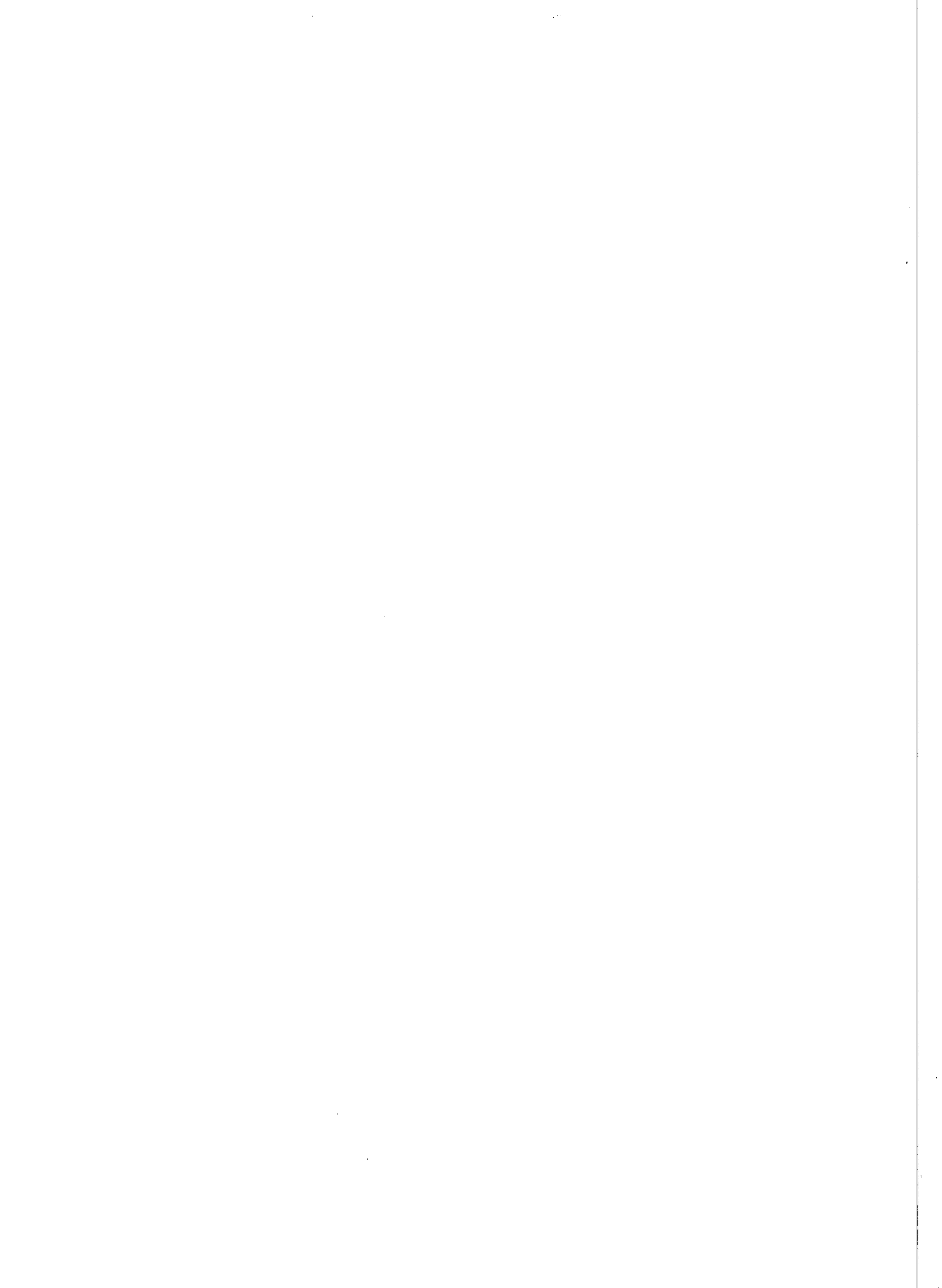

EXECUTIVE ENGINEER
WATER TRUNK MAIN DIVISION/KDC-II

I hereby quoted Amounting to Rs. _____ (in words) _____

NOTE: ALL existing SPPRA Rule will be abide.

Signature & Stamp of the Proprietor: _____

Adress : _____



**EVALUATION CRITERIA OF THE TENDER RS.2.5 MILLION
TO RS.50 MILLION**

1. Contractor having NTN and copy must be available with tender, in case of supply item the GST registration must be available with tender.
 2. The pay order of bid security as mentioned in NIT and must be available with tender.
 3. 3 Years Experience Certificate of similar nature of job must be available with tender.
 4. Turnover Statement last 3 Years.
 5. Similar nature of Bidding Documents upto 2.5 million to Rs.50 million of SPPRA with filling Bidding Data & Contractor must be available with BOQ otherwise the tender cannot be accepted.
 6. Rate must be quoted in figure & words by the Contractor.
 7. Contractor should be registered with Sindh Revenue Board in terms of Rule-46(1) (iii) of SPPRA Rules, 2010 (amended 2014).
 8. Bid shall be properly signed by the Contractor with their stamped, address and contact #.
 9. If the estimate are based on schedule-2012 and premium can be allowed within allowable limit.
 10. If the estimate are preparing on Market Rate and 10% profit is included in R.A. & excess quoted cost cannot be consider.
 11. Conditional bid cannot be accepted.
 12. Bid must be submitted in sealed cover.
 13. Contractor firm cannot be debarred in KW&SB.
-



CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 The procuring Agency means

Karachi Water & Sewerage Board

1.1.5 The Contractor means

To be Executed through firm

1.1.7 Commencement Data means the date of issue of Engineer's Notice to commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for completion 180 days

1.1.20 Engineer (mention the name along with designation including whether he belongs to department or consultant) and other details Mr Muhammad Riaz (Executive Engineer WTM /KDC-II, KW&SB)

1.3 Documents forming the contract listed in the order of priority:

- (a) The Contract Agreement
- (b) The Letter of Acceptance
- (c) The completed Form of Bid
- (d) The Contract Data
- (e) The Condition of Contract
- (f) The completed Schedules to Bid including schedule of Prices
- (g) The Drawings, if any.
- (h) The Specifications.

(The procuring agency may add, in order of priority, such other documents as form part of the contract. Delete the documents, if not applicable)

2.1 Provision of site: On the commencement Date

3.1 Authorized person: Mr Muhammad Riaz (Executive Engineer WTM /KDC-II, KW&SB).

3.2 Name and address of Engineer's/ Procuring Agency's representative :Mr Muhammad Riaz (Executive Engineer WTM /KDC-II, KW&SB), ST-6 Block-6, Near T.O Clinic Gulshan Chowrangi, Gulshan-e-Iqbal, Karachi

4.4 Performance Security:

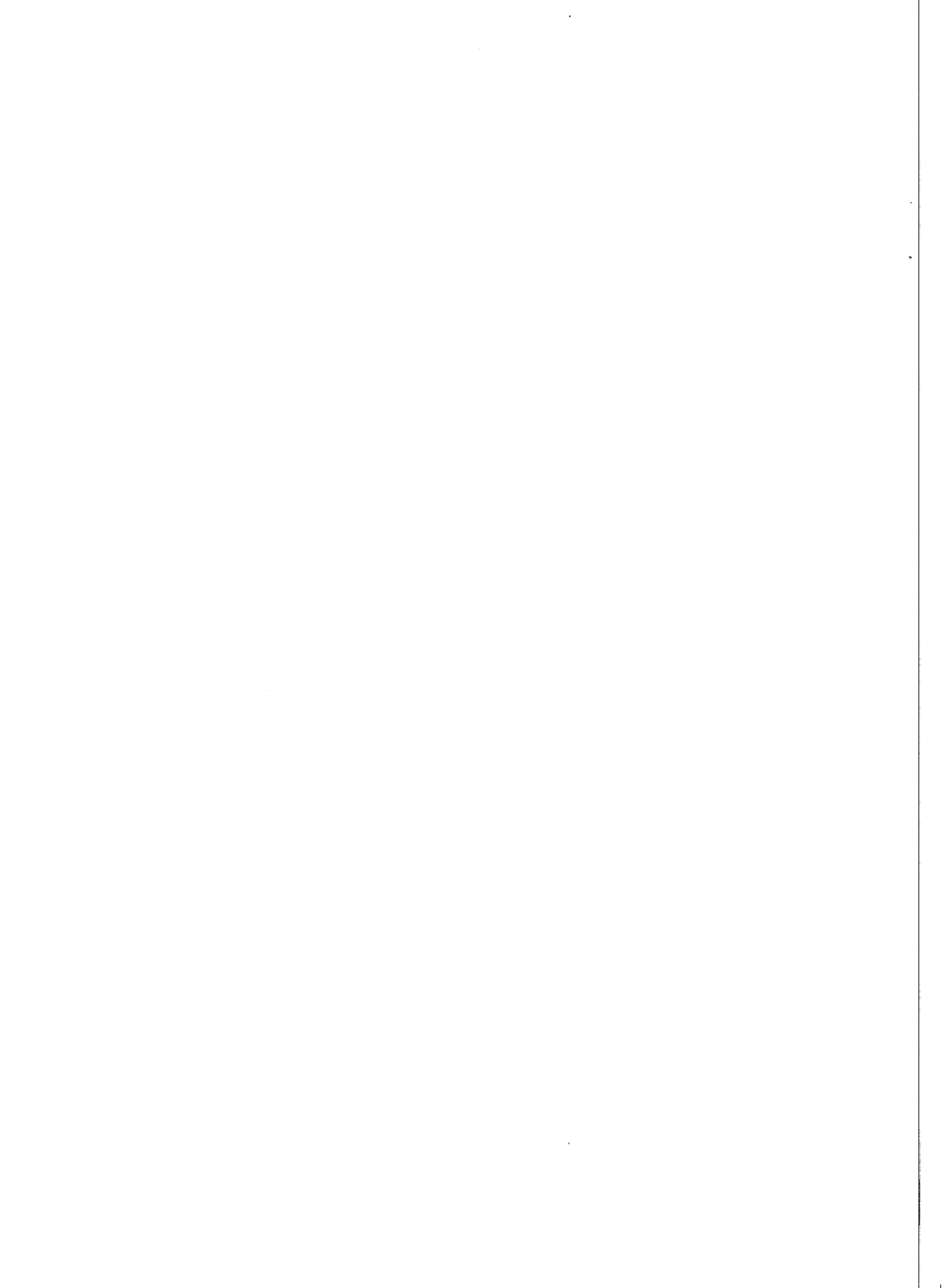
Amount 2% of Bid Cost

Validity: 90 days

(Form: As provided under standard forms of these documents)

5.1 Requirements for Contractor's design (if any):

Specification Clause No's N/A



7.2 Programme:

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of programme: _____ (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be 0.05 % per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

9.1 Period for remedying defects (180 Days).

10.2 (e) Variation procedures:

Day work rates N/A. (details)

11.1 Terms of Payments

a) Mobilization Advance

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;

(ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

(iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

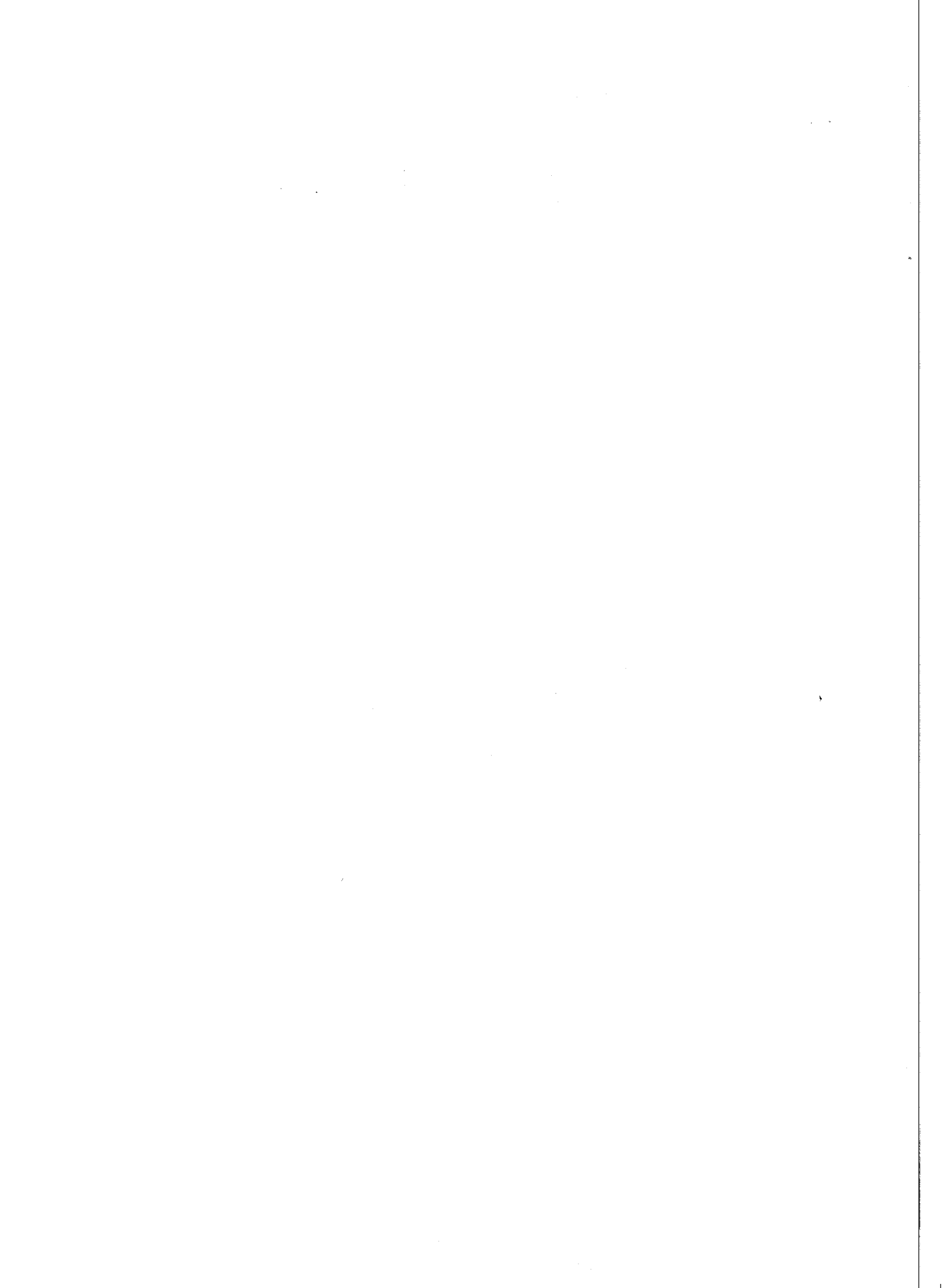
2) Secured Advance on Materials

(a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

(i) The materials are in accordance with the Specifications for the Permanent Works;

(ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;

(iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;



(iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

(v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;

(vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

(vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;

(viii) Detailed account of advances must be kept in part II of running account bill; and

(ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured Advance: (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) Valuation of the Works:

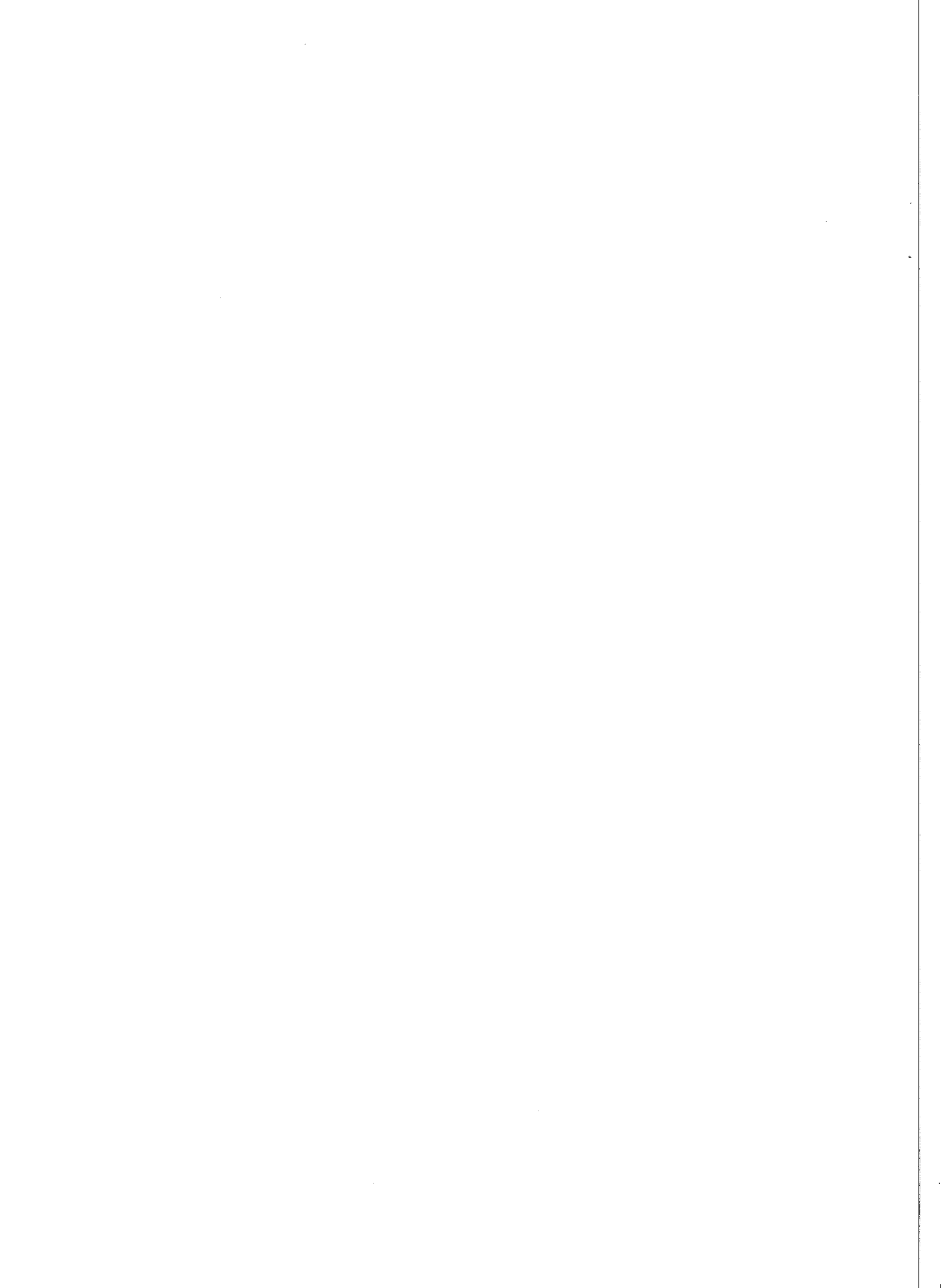
i) Lump sum price as prepaid (details), or

ii) Lump sum price with schedules of rates _____ (details), or

iii) Lump sum price with bill of quantities _____ (details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and

v) Cost reimbursable _____ (details) (N/A).



11.3 Percentage of retention : Five (5%)

11.6 Currency of Payments: Pak. Rupees

14.1 Insurances: (Procuring Agency may decide, Keeping in view the nature and the scope of the work)

Type of Cover

The Works

Amount of Cover

The sum stated in the letter of Acceptance plus fifteen percent (15%)

Type of Cover

Contractor's Equipment

Amount of Cover

Full replacement Cost

Type of Cover

Third Party-injury to persons and damage to property through insurance (CAR) (The minimum amount of third party insurance should be assessed by the procuring Agency and entered).

Workers:

Other Cover:

CAR

(In each case name of insured is Contractor and Procuring Agency)

14.2 Amount to be recovered

Premium Plus 10% percent (_____ %)

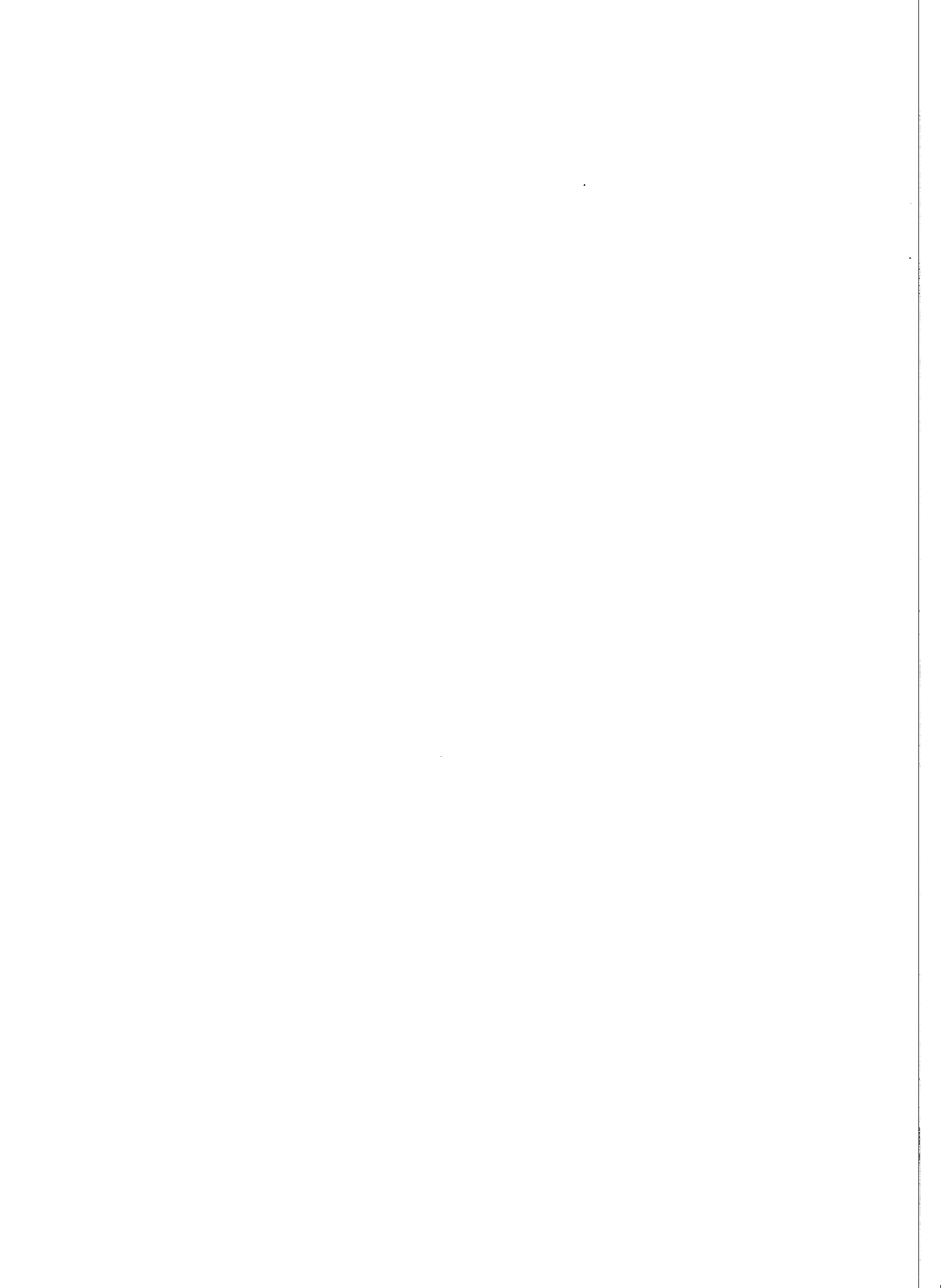
15.3 Arbitration

Place of Arbitration : Karachi

*(Procuring Agency to specify as appropriate)

*(It has to be in the Province of Sindh)


EXECUTIVE ENGINEER
WTM DIVISION/KDC-II
KW&SB



SPPRA PREQUALIFICATION DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) amounting between Rs. 2.5 million to Rs. 50
million)

(Harmonized with SPPRA Rules)

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

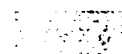
2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. **ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorised Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.



3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

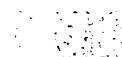
9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refused/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.



10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

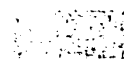
10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any



Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

II. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor:

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) any sums to which the Procuring Agency is entitled.
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16

INTEGRITY PACT

16.1

If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.