



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE RESIDENT ENGINEER
NORTH EAST KARACHI (PUMPING & FILTER) K-II DIVISION

Cell No.0333-2393180

NEK 100MGD Pump Houses, Saadi Town, Scheme-33, Distt: Malir

No.RE/NEK/(P&F)K-II/NIT/2015-16/ . . .

Dated: 28/03/ 2016

NOTICE INVITING TENDERS (Through Website) (ON ITEM RATE BASIS)

Sealed Tenders are invites single stage – single envelope system as per SPPRA Rules-2010 for the following works :-

Estimated Cost below One Million


1.	Name of Works	1). ESSENTIAL WORK OF 26 HP SUBMERSIBLE THICKENER FEED PUMP NO.3 REPLACEMENT OF DEFECTIVE COMPONENTS I/C MFG. AND SUPPLYING OF M.S. PIPE HAVING DIA 10" & 12" WITH ALL ACCESSORIES AT RECOVERY SECTION (F/P) K-II. 2). EMERGENT WORK OF 120 HP MOTOR & OVERHAULING OF HIGH PRESSURE AIR BLOWER COMPRESSOR NO.B & REPLACEMENT OF BURNT / DAMAGED / RUSTY PARTS AT N.E.K. 100 MGD (P&F) K-II, KW&SB. 3). DESILTING FROM THICKENER POND NO.1 AND BALANCE TANK AT N.E.K. 100 MGD K-II FILTER PLANT.
2.	Eligibility of Contractor	Bidder / Contractor having NTN / Sales Tax and Contractor should be registered with Sindh Revenue Board in terms of Rule-46(1)(iii) of SPP Rules, 2010 (Amended 2014). Three years Turnover must be attached with the Tender.
3.	Experience Certificate	Three years Experience Certificate of similar of job must be attached with the Tender
4.	Tender can be Purchased	Tender documents will be available for sale from the office of the Accounts Officer (Revenue), Finance Department, KW&SB having his office at 1 st . Floor, KW&SB Head Office, Civic Centre Annex. Building, Gulshan-e-Iqbal, Karachi between 09.00A.M. to 01.00P.M.
5.	Bid Security	02% of the Quoted Amount in shape of Pay Order / Bank Draft in favour of Karachi Water & Sewerage Board
6.	Tender Cost of works	1). Rs.1,000/= (Non-refundable in shape of Pay order in 2). Rs.1,000/= favour of Karachi Water & Sewerage Board. 3). Rs.1,000/=
7.	Last date of Issuing	W.e.f. 1 st . Advertisement date to <u>15/04/2016</u> between 09.00A.M. to 01.00P.M.
8.	Date & Time of submission and Opening of Tender.	Submission of Tender at <u>18/04/2016</u> at 2:00 pm and Opening of Tender at 2:30 pm on same day.

9.	Place of opening.	The Procurement Committee-I, KW&SB at the Office of the Convener / Chief Engineer (IP&D), Room No.5, Block "E", at 9 th Mile, Shahrah-e-Faisal, Karsaz, Karachi.
10	Source of Funding	KW&SB's own fund of current financial year 2015-2016.
11.	Scope of works	For Improvement smooth & un-interrupted Pumping & Filtration of drinking water to the Karachi city from North East Karachi K-II & K-III (Pumping & Filter Plant), KW&SB
12	Estimated Cost of works	1). Rs.9,66,356/= 2). Rs.9,59,032/= 3). Rs.8,63,208/=

Note:-

1. Tender can be seen and download from SPPRA website www.pprasinhd.gov.pk
2. The participants must quote the rates both in words and figures. Incomplete / Conditional Tenders will not be accepted.
3. In case of any undesirable circumstances arise on the submission / opening Date & Time or if Government declares the Holiday, the Tender shall be submitted / opened on next working day at the same time and venue.
4. The Procuring Agency may reject any bid subject to relevant provision of SPP Rules, 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25 of said rules.
5. Conditional bid cannot be accepted.
6. Bid must be in sealed cover and experience certificate for Three years of similar nature of job must be attached with the bid.
7. Specifications and details regarding above jobs can be seen and discussed with Resident Engineer, North East Karachi (Pumping & Filter) K-II Division KW&SB in Division Office situated at North East Karachi 100MGD Pump Houses, Saadi Town, Scheme-33, at any working day during office hours and Contact No: **0333-2393180** at any working day during office hours.
8. Debarred Contractors bid cannot be accepted.

KARACHI WATER AND SEWERAGE BOARD


 Resident Engineer
 North East Karachi
 100MGD Pump Houses,
 Saadi Town,
 Scheme-33



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IPD)

Block-B, 9th Mile Karsaz, Shahra-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

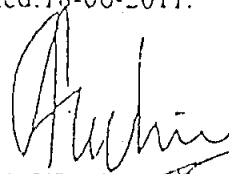
The office of the Convener / Chief Engineer (IPD), shall be headquarter for Procurement Committee.

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.



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

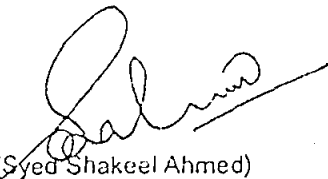
Dated: 22-10-2015

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 Shakeel 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

OFFICE OF THE RESIDENT ENGINEER

North East Karachi (Pumping & Filter) K-II, KW&SB

Annual Procurement Plan for the Year 2015-2016.

S. No.	Description of Procurement	Quantity where applicable	Estimated Unit Cost where applicable	Estimated total Cost (Pak Rs.)	Funds Allocated	Sources of Funds ADP/Non ADP	Proposed Procurement Method	Timing Procurer
1.	P/F of M.S pipe 1" dia installation durum, Evaporator Room in Chemical Section At NEK K-II	--	--	9,27,450/-	6253-28	KW&SB	Website	--
2.	Engineering Servicing and varnishing 80 HP Motor R/M & replacement of burnt / damaged Rusty Accessories of wash water motor No. C at NEK 100 MGD (F/P) K-II.	--	--	9,38,262/-	6253-28	KW&SB	Website	--
3.	Urgent R/M of work of Electric supply penal through K-E sub-station for N.E.K K-III Pumping station staff Colony.	--	--	5,32,940/-	6253-41	KW&SB	Website	--
4.	Servicing of 112-KW A/C induction Motor I/C complete overhauling of KSB pump B-14 D-4 LCP No. 01 at NEK (P&F) K-II.	--	--	8,15,469/-	6253-25	KW&SB	Website	--
5.	Electrical /engineering servicing of pumping station set No:03 (LCP) at NEK (P&F) K-II.	--	--	9,53,954/-	6253-25	KW&SB	Website	--
6.	Emergent R/M 112 KW A/C induction Motor I/C KSB pump B-14 D-14 LCP No. 04 at NEK (P&F) K-II.	--	--	9,53,954/-	6253-25	KW&SB	Website	--
7.	Electric/Engineering servicing 11.33 KV 412 KW Electric Motor (C) at High Lift p/h at NEK (P&F) K-II.	--	--	9,39,374/-	6253-25	KW&SB	Website	--
8.	Painting of machinery /along with pipes valve plat from girders lower/frames & railing at External & internal side (F/P) recovery section at NEK (P&F) K-II.	--	--	7,64,019/-	6024-16	KW&SB	Website	--

S. No.	Description of Procurement	Quantity where applicable	Estimated Unit Cost where applicable	Estimated total Cost (Pak Rs.)	Funds Allocated	Sources of Funds ADP/Non ADP	Proposed Procurement Method	Timing of Procurement
9.	Necessary work of Engineering operator cadars & replacement / repair of relevant burnt/damage & fused components of rotor penstock gate valve for rapid twin gravity filter beds at NEK (P&F) K-II.	--	--	7,35,520/-	6024-16	KW&SB	Website	4 th Qrt
10.	Complete over hauling of 4500 m/h (25mgd) weir pump set D at High lift at NEK (P&F) K-II.	--	--	11,69,490/-	6024-16	KW&SB	Website/ Press Media	4 th Qrt
11.	Engineering services of weir pump 6660m/h (35 mgd) at NEK (P), K-II plant.	--	--	19,63,000/-	6024-16	KW&SB	Website/ Press Media	4 th Qrt
12.	Electrical Engineering services for 1600kva, 11 / 3.3 kv transformer (no. 2) at high lift NEK (P&F) K-II.	--	--	23,11,865/-	6024-16	KW&SB	Website/ Press Media	4 th Qrt
13.	Providing and Laying of cable i/c servicing of panel for 1600kva, 11/3.3 kv transformer (no. 2) at high lift NEK (P&F) K-II.	--	--	15,15,965/-	6024-16	KW&SB	Website/ Press Media	4 th Qrt
14.	Repairing / Maintenance work of 6660m/h (35 MGD) pump (C) at Low Lift P/H at NEK (P), K-II Plant.	--	--	24,22,082/-	6024-16	KW&SB	Website/ Press Media	4 th Qrt
15.	Servicing of 11 KV, 525 KW electric motor no. (6), type dkjs45/9-6wf & p/f bearings for KSB pump type (SNW 600-720) installed at K-III Pump House, NEK.	--	--	29,36,395/-	6024-16	KW&SB	Website/ Press Media	4 th Qrt
16.	Urgent R/M work of operating electric panel for H T Motor No. (283) 525kw, 11kv at NEK (P), K-II Plant.	--	--	20,38,455/-	6024-16	KW&SB	Website/ Press Media	4 th Qrt
17.	Essential work of 26 H.P submersible thickener feed pump no. 03 replacement of defective component at recovery section (F/P) K-II i/c mfg. & supplying of m.s pipe having dia 10" & 12" with all accessories.	--	--	9,81,546/-	6253-25	KW&SB	Website/ Press Media	4 th Qrt



STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS
(For Contracts Costing up to Rs.2.5 Million)

(Website Tender)
(S # 1)

Name of work: - ESSENTIAL WORK OF 26 HP SUBMERSIBLE THICKENER FEED PUMP NO.3 REPLACEMENT OF DEFECTIVE COMPONENTS I/C MFG. AND SUPPLYING OF M.S. PIPE HAVING DIA 10" & 12" WITH ALL ACCESSORIES AT RECOVERY SECTION (F/P) K-II.

-: Name of Office :-

NORTH EAST KARACHI
(Pumping & Filter) K-II Division

NEK 100 MGD Pump Houses & Filter Plant, Saadi Town,
Scheme-33, Distt: Malir

Resident Engineer, Contact # 0333-2393180

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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


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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

- (a). Name of Procuring Agency: North East Karachi (Pumping & Filter) K-II Division, KW&SB
- (b). Brief Description of Work: ESSENTIAL WORK OF 26 HP SUBMERSIBLE THICKENER FEED PUMP NO.3 REPLACEMENT OF DEFECTIVE COMPONENTS I/C MFG. AND SUPPLYING OF M.S. PIPE HAVING DIA 10" & 12" WITH ALL ACCESSORIES AT RECOVERY SECTION (F/P) K-II.
- (c). Procuring Agency Address: NEK 100MGD Pump Houses, Saadi Town, Scheme-33, Distt: Malir
- (d). Estimate Cost: (On Item rate basis).
- (e). Amount of Bid Security : 02% of Bid amount.
- (f). Period of Bid validity : 90 Days.
- (g). Security Deposit (including Bid Security) : 10%
- (h). Venue, Time and Date of Bid Opening : The Tender in sealed cover superscribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5 at Block "E", 9th Mile, Karsaz, Karachi on ____/____/2016 at 02.30 PM by Tender Opening Committee-I, KW&SB.
- (i). Deadline for submission of Bid along with time. : ____/____/2016 at 2:00 PM.
- (j). Time for completion from From written order commence: 10 Days
- (k). Liquidity damage : 0.5% of Bid Cost per day of delay
- (l). Bid issued to Firm : M/s. _____
- (m). Deposit Receipt No. & Date: _____
- Amount: : Rs.1,000/=


PARDEEP KUMAR
Resident Engineer
NEK 100MGD PUMP HOUSES
KW&SB

Authority issuing bidding Document

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Jawaid Ali Kambun
Divisional Accountant
North East Karachi
(P&F) K-II, KW&SB



Contractor

Executive Engineer/Procuring Agency

ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER

Bid shall be evaluated on the basis of following information are available with the bid :-

- 1. Bid shall be in sealed Cover.**
- 2. Bid shall be properly signed by the Contractor with Stamp.**
- 3. Name of firm, Postal address, Telephone number, Fax number, e-mail address must be written.**
- 4. Rate must be quoted in figures and words.**
- 5. NTN and Sales Tax (Where applicable).**
- 6. Contractor should be registered with Sindh Revenue Board in terms of Rule-46(1)(iii) of SPP Rules, 2010 (amended 2014).**
- 7. Relevant Experience of work (03) Three years.**
- 8. Turnover at least (03) Three years.**
- 9. Bid Security of required amount.**
- 10. Conditional bid will not be considered.**
- 11. Bid will be evaluated according to SPPR 2010 (Amended 2013).**
- 12. Debarred Contractors bid cannot be accepted.**


NAME OF WORK:- ESSENTIAL WORK OF 26 HP SUBMERSIBLE THICKENER FEED PUMP NO.3 REPLACEMENT OF DEFECTIVE COMPONENTS I/C MFG. AND SUPPLYING OF M.S. PIPE HAVING DIA 10" & 12" WITH ALL ACCESSORIES AT RECOVERY SECTION (F/P) K-II.

(B) Description and rate of Items based (On Item rate basis)

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
1.	01Job	Complete dismantling & repairing of AFP 2024 Thickness Feed Submersible Pump of discharge 167 liter / Sec with a head of 13.2Meter & 20K.W/26Hp Motor & reassembling i/c transportation charges two times as desired E/I.			Job	
2.	26Hp	Servicing & Varnishing of 120KW / 26Hp Motor 400 Volts. 960RPM 3-Phase 50Hz with "F" Class with complete varnishing and baking i/c testing on load.			Hp	
3.	30 Meters	Providing & Laying (Main or Sub Main) PVC insulated & PVC Sheeted with three core copper conductor 600 / 1000 Volts size 16mm ² .			Meter	
4.	02Nos.	Providing & Fixing Ball Bearing No. 7214 (BECBP) SKF for Submersible sump Pump			Each	
5.	02Nos.	Providing & Fixing Ball Bearing No. 2nuo 7EC SKF for Submersible Sump Pump			Each	
6.	02Nos.	Providing & Fixing 65mm Carbide mechanical imported seal for Submersible sump Pump.			Each	
7.	02Nos.	Providing & Fixing 53mm Carbide mechanical imported seal for Submersible sump Pump.			Each	
8.	03Nos.	Providing & Fixing 'O' Ring 225 x 6mm imported for Submersible sump Pump.			Each	
9.	02Nos.	Providing & Fixing 'O' Ring 210 x 4mm imported for Submersible sump Pump.			Each	
10.	01No.	Providing & Fixing 'O' Ring 250 x 5mm imported for Submersible sump Pump.			Each	
11.	04Nos.	Providing & Fixing 'O' Ring No.332 imported for Submersible sump Pump.			Each	
12.	01No.	Providing & Fixing Circuit Breaker 250Amps. TP Setting 160-250Amps. (XS-250NJ) on prepared board as required as per instruction of Engineer Incharge.			Each	
13.	02Nos.	Providing & Fixing Magnetic Contactor FC-50N as required and as per instruction of E/I.			Each	

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
14.	01No.	Providing & Fixing Magnetic Contactor FC-35N as required and as per instruction of E/I.			Each	
15.	01No.	Providing & Fixing Overload Relays for size 2. 2A/B, 2.5, 3, 4 & 4A Model FT-65 as required as per instruction of E/I			Each	
16.	01No.	Providing & Fixing Timer 500 Hours Power backup (National) after removing of existing burnt / damaged / old timer after disconnection of main power supply & re-connection of the after fixing of then timer as required as per instruction of Engineer incharge			Each	
17.	01No.	Providing & Fixing Ammeters size 96/96 15A, 30A, 50A, 60A, 100A as required and as per instruction of Engineer incharge			Each	
18.	01No.	Providing & Fixing Volt Meters size 96/96mm 500Volts. as required and as per instruction of Engineer incharge			Each	
19.	01No.	Providing & Fixing DP i/c change over Switch 500Volts & 100Amps. On a prepared board.			Each	
20.	40Rft. 90Rft.	Manufacturing, Supplying & Fixing Black Sheet M.S. Pipe made out of M.S. sheet of conforming to APISL X-42 ERW & externally asphalt coated fiber glass 5mm thick & internally C.C. lining 8mm thick & (AWWA Specification) i/c laying jointing with helical welding in trenches i/c cost of bend of any degree & testing with water specified pressure 10" & 12" dia. Thickness 7.9mm for Delivery & Suction pipe for submersible thickener Pump.			Rft. Rft.	
21.	08Nos. 14Nos.	Providing & 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, facings, welding, nuts, bolts, Rubber packing white lead, Filter, cartage etc. Complete. 10" & 12" dia. Thickness ½" M.S. Plate.			Each Each	

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
22.	03Nos.	Providing & Fixing C.I. Sluice Valve heavy pattern (Test pressure 21.0Kg./Sq. Cosin or 300Lbs/Sq. inch) Imported 12" dia.			Each	
23.	03Nos.	Fixing of Sluice Valve with 2 Cast iron Tail Piece one end flange and other with socket including the cost of nuts, bolts, Rubber packing Labour etc. complete. 12" dia.			Each	
Total: Rs:						


PARDEEP KUMAR
Resident Engineer
for
N.S.K.P.S.P. KANAL,
KW&SB

I/We hereby quoted Rs. _____ (Rupees)

execution of above work and I / We hereby undertaking accept all clauses of SPPR-2010 and comply the Rules of KW&SB.

Signature of Contractor
With name of firm & Seal

Address _____

Contact # _____



STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS
(For Contracts Costing up to Rs.2.5 Million)

(Website Tender)
(S # 2)

Name of work: - EMERGENT WORK OF 120 HP MOTOR & OVERHAULING OF HIGH PRESSURE AIR BLOWER COMPRESSOR NO.B & REPLACEMENT OF BURNT / DAMAGED / RUSTY PARTS AT N.E.K. 100 MGD (P&F) K-II, KW&SB.

-: Name of Office :-

NORTH EAST KARACHI
(Pumping & Filter) K-II Division

NEK 100 MGD Pump Houses & Filter Plant, Saadi Town,
Scheme-33, Distt: Malir

Resident Engineer, Contact # 0333-2393180

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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


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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

- (a). Name of Procuring Agency: North East Karachi (Pumping & Filter) K-II Division, KW&SB
- (b). Brief Description of Work: EMERGENT WORK OF 120 HP MOTOR & OVERHAULING OF HIGH PRESSURE AIR BLOWER COMPRESSOR NO.B & REPLACEMENT OF BURNT / DAMAGED / RUSTY PARTS AT N.E.K. 100 MGD (P&F) K-II, KW&SB.
- (c). Procuring Agency Address: NEK 100MGD Pump Houses, Saadi Town, Scheme-33, Distt: Malir
- (d). Estimate Cost (On Item rate basis).
- (e). Amount of Bid Security : 02% of Bid amount.
- (f). Period of Bid validity : 90 Days.
- (g). Security Deposit (including Bid Security) : 10%
- (h). Venue, Time and Date of Bid Opening : The Tender in sealed cover superscribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5 at Block "E", 9th Mile, Karsaz, Karachi on ____/____/2016 at 02.30 PM by Tender Opening Committee-I, KW&SB.
- (i). Deadline for submission of Bid along with time. : ____/____/2016 at 2:00 PM.
- (j). Time for completion from From written order commence: 10 Days
- (k). Liquidity damage : 0.5% of Bid Cost per day of delay
- (l). Bid issued to Firm : M/s. _____
- (m). Deposit Receipt No. & Date: _____
Amount: Rs.1,000/=


PARDEEP KUMAR
Resident Engineer
N.E.K. (P&F) K-II,
KW&SB

Authority issuing bidding Document

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

Jawaid Akbar
Div. Accounts Officer
North East Karachi
(P&F) K-II, KW&SP



Contractor

Executive Engineer/Procuring Agency

ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER

Bid shall be evaluated on the basis of following information are available with the bid :-

1. Bid shall be in sealed Cover.
2. Bid shall be properly signed by the Contractor with Stamp.
3. Name of firm, Postal address, Telephone number, Fax number, e-mail address must be written.
4. Rate must be quoted in figures and words.
5. NTN and Sales Tax (Where applicable).
6. Contractor should be registered with Sindh Revenue Board in terms of Rule-46(1)(iii) of SPP Rules, 2010 (amended 2014).
7. Relevant Experience of work (03) Three years.
8. Turnover at least (03) Three years.
9. Bid Security of required amount.
10. Conditional bid will not be considered.
11. Bid will be evaluated according to SPPR 2010 (Amended 2013).
12. Debarred Contractors bid cannot be accepted.


NAME OF WORK:- EMERGENT WORK OF 120 HP MOTOR & OVERHAULING OF HIGH PRESSURE AIR BLOWER COMPRESSOR NO.B & REPLACEMENT OF BURNT / DAMAGED / RUSTY PARTS AT N.E.K. 100 MGD (P&F) K-II, KW&SB.

(B) Description and rate of Items based (On Item rate basis)

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
1.	01Job	Complete dismantling of high pressure Air Blower & 90 KW 120Hp Motor Hick Hargreaves, England 4000 Series Model No.5405 and re-assembling on its foundation base structure after repairing work of internal components of blower unit and relative devices, complete job i/c Painting works and cost of Two time transportation charges with loading & un-loading arrangements from F/P K-2 to Karachi City Workshop.			Job	
2.	120Hp	Servicing & Varnishing of 90KW / 120Hp Motor 4000Volts, 3-Phase 50Hz with 'F' Class with complete varnishing and baking i/c testing of load.			Hp	
3.	01Job	Repairing & Servicing of Terminal Box of 120Hp Motor connection plate complete in all respect as per direction of Engineer incharge			Job	
4.	02Nos.	P/F Ball Bearing No.6318-ZZ SKF for Motor			Each	
5.	02Nos.	Repairing & Reconditioning of Bearing Housing of Motor O.D.=260mm I.D.=180mm depth 50mm as per direction of Engineer incharge.			Each	
6.	50 Meters	Providing & Laying (Main or Sub Main) PVC insulated & PVC Sheeted with Three Core Copper Conductor 600 / 1000Volts size 70mm ²			Meter	
7.	02Nos.	P/F Magnetic Contactor FC-160N as required & as per instruction of Engineer incharge.			Each	
8.	01No.	P/F Magnetic Contactor FC-80N as required & as per instruction of Engineer incharge.			Each	
9.	01No.	Providing & Fixing of Overload Relays for size 6 & 11 Model FT-190 as required & as per instruction of Engineer incharge.			Each	

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
10.	01No.	P/F Timer 500 Hours Power backup (National) after removing of existing burnt/damaged/load timer after disconnection of main power supply & re-connection of the same after fixing the timer as required as per instruction of E/I.			Each	
11.	01No.	P/F Ammeter size 96/96mm Direct 15A, 30A, 50A, 60A & 100A as required & as per instruction of Engineer incharge.			Each	
12.	01No.	P/F Voltmeter size 96/96mm 500Volts as required & as per instruction of Engineer incharge.			Each	
13.	03Nos.	P/F Current Transformer rating 3000/5Amps. (Square / Rectangular) RCC-125 as required & as per instruction of Engineer incharge.			Each	
14.	02Nos.	Aligning polishing & buffing of Air blower rotor (Impeller) size 275mm dia. length 530mm Two Nos. (Upper and lower) with setting of space clearance as recommended in between housing & rotor (Impeller) TiP 0.19/0.23mm loose clearance 0.45/0.508mm complete job.			Each	
15.	02Nos.	Aligning, welding, grinding, polishing & buffing Air Blower shaft (upper & lower) size dia 75mm length 600mm as per direction & instruction of E/I. complete job.			Each	
16.	01No.	De-rusting Air blower rotor cleaning oil scraper and repairing damaged edges of housing & replacing damaged scraper disc as desired.			Each	
17.	01Job	Repairing & re-setting, reduction Gear set of both sides of Air blower, reconditioning of broken great teeth through milling machine process i/c welding grinding & polishing as required complete Job.			Job	
18.	04Nos.	P/F Ball Bearing No. 22311,E in SKF Brand for same type Two shafts for Air Blower			Each	
19.	04Nos.	P/F 'V' Belt Best Quality size SPB 2650. (Imported)			Each	

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
20.	90Rft.	Manufacturing, Supplying & Fixing Black Steel M.S. Pipe made out of M.S. Sheet conforming to APISL Grade X-42 ERW & externally asphalt coated fiber glass 5mm thick & internally C.C. lining 8mm thick (AWWA Specification) i/c laying jointing with helical welding in trenches i/c cost of bend of any degree & testing with water specified pressure Thickness 6.4mm 16" dia. For Air process Delivery line for rapid gravity Filter Bed Suction line.			Rft.	
21.	18Nos.	Providing & 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, rubber packing, white lead Filter, cartage etc. complete job. 16" dia.			Each	
Total: Rs:						


PARDEEP KUMAR
 Resident Engineer
 N.E.K (P&F) K.M.H.II,
 KW&SB

I/We hereby quoted Rs. _____ (Rupees)

execution of above work and I / We hereby undertaking accept all clauses of SPPR-2010 and comply the Rules of KW&SB.

Signature of Contractor
With name of firm & Seal

Address _____

Contact # _____



STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS
(For Contracts Costing up to Rs.2.5 Million)

(Website Tender)
(S # 2)

Name of work: - DESILTING FROM THICKENER POND NO.1 AND
BALANCE TANK AT N.E.K. 100 MGD K-II FILTER
PLANT.

-: Name of Office :-

**NORTH EAST KARACHI
(Pumping & Filter) K-II Division**

NEK 100 MGD Pump Houses & Filter Plant, Saadi Town,
Scheme-33, Distt: Malir
Resident Engineer, Contact # 0333-2393180

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

- (a). Name of Procuring Agency: North East Karachi (Pumping & Filter) K-II Division, KW&SB
- (b). Brief Description of Work: DESILTING FROM THICKENER POND NO.1 AND BALANCE TANK AT N.E.K. 100 MGD K-II FILTER PLANT.
- (c). Procuring Agency Address: NEK 100MGD Pump Houses, Saadi Town, Scheme-33, Distt: Malir
- (d). Estimate Cost (On Item rate basis).
- (e). Amount of Bid Security : 02% of Bid amount.
- (f). Period of Bid validity : 90 Days.
- (g). Security Deposit (including Bid Security) : 10%
- (h). Venue, Time and Date of Bid Opening : The Tender in sealed cover superscribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D), Room No.5 at Block "E", 9th Mile, Karsaz, Karachi on ____/____/2016 at 02.30 PM by Tender Opening Committee-I, KW&SB.
- (i). Deadline for submission of Bid along with time. : ____/____/2016 at 2:00 PM.
- (j). Time for completion from From written order commence: 15 Days
- (k). Liquidity damage : 0.5% of Bid Cost per day of delay
- (l). Bid issued to Firm : M/s _____
- (m). Deposit Receipt No.& Date: _____
- Amount: : Rs.1,000/=

PARDEEP KUMAR
Resident Engineer
N.E.K (P&F) K-II-III,
KW&SB

Authority issuing bidding Document

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

(A) **Mobilization advance** is not allowed.

(B) **Secured Advance against materials brought at site.**

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

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

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

Contractor

JAWAID ALI KAMBOH
Divisional Accountant
E&M Civil (W) KW&SB

PARDEEP KUMAR
Resident Engineer
Executive Engineer/Procuring Agency
N.E.K (P&P) R.I.H.F.
KW&SB

ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER

Bid shall be evaluated on the basis of following information are available with the bid :-

- 1. Bid shall be in sealed Cover.**
- 2. Bid shall be properly signed by the Contractor with Stamp.**
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- 4. Rate must be quoted in figures and words.**
- 5. NTN and Sales Tax (Where applicable).**
- 6. Contractor should be registered with Sindh Revenue Board in terms of Rule-46(1)(iii) of SPP Rules, 2010 (amended 2014).**
- 7. Relevant Experience of work (03) Three years.**
- 8. Turnover at least (03) Three years.**
- 9. Bid Security of required amount.**
- 10. Conditional bid will not be considered.**
- 11. Bid will be evaluated according to SPPR 2010 (Amended 2013).**
- 12. Debarred Contractors bid cannot be accepted.**


NAME OF WORK:- DESILTING FROM THICKENER POND NO.1 AND BALANCE TANK AT N.E.K. 100 MGD K-II FILTER PLANT.

(B) Description and rate of items based (On Item rate basis)

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
1.	82000 Sft	Jungle Clearance and Removing within 100 feet (b) Thick			%0 Sft	
2.	48 Days	Full hire charges of the Pumping set per day inclusive of wages of driver and assistant fuel or electric energy platform required for placing the pump etc at lower depth suction and delivery pipes for pumping out water found at various depth from trenches including the cost of erection and dismantling after the completing the job. (i). Hire charges of Pumping set of upto 10 HP pumping out water from 10 ft depth trench.			Day	
3.	19508.23 Cft.	Excavation for Tanks & Reservoir in slushy or Daldaly Soils i.e trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade. Cutting joints holes and disposal of surplus earth within a one Chain as directed by Engineer incharge. Providing fence guards lights flags and temporary crossings for non-vehicular traffic where ever required. Lift upto 5ft. (1.52m) and lead upto one Chain (30.5m). 0'-0" to 5'-0"			%0 Cft	
4.	11704.93 Cft.	Add for additional lift of every three feet or part there of in Item No.1 to 15 (A&B) for excavation for Pipe lines and Storage Tank trenches. 5'-0" to 8'-0"			%0 Cft	
(a).	22970.22 Cft.	Add for additional lift of every three feet or part there of in Item No.1 to 15 (A&B) for excavation for Pipe lines and Storage Tank trenches. 8'-0" to 11'-0"			%0 Cft	
(b).	13826.06 Cft.	Add for additional lift of every three feet or part there of in Item No.1 to 15 (A&B) for excavation for Pipe lines and Storage Tank trenches. 11'-0" to 14'-0"			%0 Cft	
(c).	4709.16 Cft.	Add for additional lift of every three feet or part there of in Item No.1 to 15 (A&B) for excavation for Pipe lines and Storage Tank trenches. 14'-0" to 17'-0"			%0 Cft	

Item No.	Qty.	Description of item to be executed at site	Rate		Unit	Amount in Rupees
			Amount (in Figures)	Amount (in Words)		
(d).	694.58 Cft.	Add for additional lift of every three feet or part there of in Item No.1 to 15 (A&B) for excavation for Pipe lines and Storage Tank trenches. 17'.0" to 20'.0" feet			%0 Cft	
(e).	181.82 Cft.	Add for additional lift of every three feet or part there of in Item No.1 to 15 (A&B) for excavation for Pipe lines and Storage Tank trenches. 20'.0" to 23'.0" feet			%0 Cft	
(f).	25.38 Cft.	Add for additional lift of every three feet or part there of in Item No.1 to 15 (A&B) for excavation for Pipe lines and Storage Tank trenches. 23'.0" to 24'.1" feet.			%0 Cft	
5.	58896 Cft.	Carriage of 100Cft. / 5 Ton of all material like a stone, aggregate, spawl, coal, lime, Surkhi etc. B.G. Rail fasting point and crossing bridge, Girder, Pipes, Sheet, Rail, M.S. Bars etc. 1000Nos. at Brick 10x5x3 or 1000Nos. of tiles 12x6x2" or 750Cft. of Timber 100 Maunds of Fuel wood Truck or any other means owned by Contractor. (09 Chains).			% Cft.	

Total: Rs:


Resident Engineer

I / We hereby quoted Rs. _____ (Rupees

_____) Only)

execution of above work and I / We hereby undertaking accept all clauses of SPPR-2010 and comply the Rules of KW&SB.

Signature of Contractor
With name of firm & Seal

Address _____

Contact # _____