DISTRICT MUNICIPAL CORPORATION SOUTH-KARACHI

No. DPR/DMC/South//o2 2016,

dated 12 / 4 / 2016

NOTICE INVITING TENDERS

According to the SPRA Rule-2010 (Amended 2013) the sealed cover bids are invited for the following works from all eligible interested contractors/firm/parties, etc

Sr. #	Name of Scheme	Estimate Cost of the Project	Bid Security	Tender Cost
1	Improvement of Shahra-e-Iran, DMC (South)	1.0 Million (approx amount)	2% of quoted amount	Rs. 1000/-
2	Improvement of Shahra-e-Attar, DMC (South)	1.0 Million (approx amount)	2% of quoted amount	Rs. 1000/-
3	Improvement of Awan-e-Saddar, DMC (South)	1.0 Million (approx amount)	2% of quoted amount	Rs. 1000/-

TERMS AND CONDITIONS

1 Tender Schedule shall be as follows:-

Schedule	Date & Time	Venue
I)Receiving of Application for issuance of	13.04.2016	Director Parks DMC (South) Old Education
Tender & verification of Documents	to	Building Office Burns Road Jama Cloth Karachi
	28.04.2016	
II)Dropping Opening Tender	29.04.2016	In the office of the Administrator, DMC (South)
	02:00 PM	at situated office, KRS Captain Road, near
		Haqqani Chowk, Karachi
III) Opening Tender	29.04.2016	Tender Opening Committee in the office In the
-	to	office of the Administrator, DMC (South) at
	02: 30 PM	situated office, KRS Captain Road, near Haqqani
		Chowk, Karachi

OR

Schedule	Date & Time	Venue
I)Receiving of Applicatin for issuance of	02.05.2016	Director Parks DMC (South) Old Education
Tender & verification of Documents	to	Building Office Burns Road Jama Cloth Karachi
render & vernication of Documents	17.05.2016	
II)Dropping Opening Tender	18.05.2016	In the office of the Administrator, DMC (South)
	02:00 PM	at situated office, KRS Captain Road, near
		Haqqani Chowk, Karachi
III) Opening Tender	18.05.2016	Tender Opening Committee in the office In the
	02:30 PM	office of the Administrator, DMC (South) at
		situated office, KRS Captain Road, near Haqqani
		Chowk, Karachi

Contd On P/2.....

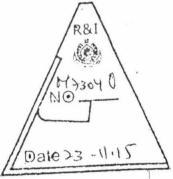
K.R.S Captain Road, Haggani chowk, new challi, Karachi Phone #99211429-99211390 Fax #99213061

- 2. in case of any reason, if the tenders are not responded on the above date the next schedule will be as under.
- 3. the Tender Document will be issued to contract on submission of written request on letter heas as mentioned above and on payment non-refunable cost of tender price through pay order from any schedule, Bank in favour of DMC (South) Karachi as mentioned above should be enclosed with the bid otherwise the tender will be rejected, no tender will be sold on the tender opening date
- 4. in case the date of opening is declared as a public holiday by the Government, the next official working day shall be deemed to the date for submission and opening of tenders of the same time as mentioned
- 5. 2% of specified amount against each work in shape of pay order/Bank draft in favour of DMC (South) Karachi shall be attached with the tender
- 6. Tenders in unsealed cover/without 2% earnest money will be not be entertained discarded
- 7. The single envelope procedure adopted for tender work as per SPPRA Rules
- 8. The total bid amount as well as the rates of items must be filled both in figure and words an in case any correction is made by the contractor himself then each correction must be initiated by the contractor otherwise the tenders are liable to be summarily rejected
- 9. it any fake documents are found then the tenders is liable to be rejected cancelled without any compensation but with penalty as per rules.
- 10. Tenders can be seen/download on authority's web sites SPPRA www.ppra.sindh.gov.pk.
- 11. The Procuring agency may reject all or any bid subject to the relevant provision of SPPRA Rules 2010

DIRECTOR
PARKS & RECREATION
D.M.C (SOUTH)

> The Director (ENF-1) SPPRA Government of Sindh Karachi with a request to upload on the website of SPPRA.





NO.SO-V/(LG)/36-79/2015 GOVERNMENT OF SINDH LOCAL GOVERNMENT DEPARTMENT

Karachi Dated the 23rd November, 2015

To,

The Administrator
District Municipal Corporation (South)

KARACHI

SUBJECT:

REQUEST FOR APPROVAL OF CONSTITUTION OF PROCUREMENT COMMITTEE

I am directed to refer to your letter No. Administrator/DMC/South/457/2015 dated: 12-11-2015, on the subject noted above and to convey the permission / approval regarding to constitute procurement committee under rule 7&8 of SPPRA Rules 2010 for current financial year 2015-16.

	POSITION	DESIGNATION	S.NO
n	Convener / Chairman	Executive Engineer B&R (Layari Zone) DMC (South)	01.
	Member	Superintending Engineer (Clifton), KW&SB	02.
-	Member / Secretary	Accounts Officer DMC (South)	03.

The functions and responsibilities of procurement committee shall be as under (Section 7&8 of SPPRA Rule 2010).

- i) Preparing bidding documents
- ii) Carrying out technical as well as financial evaluation of the bids
- iii) Preparing evaluation report as provided in Rules 45
- iv) Making recommendations for the award of contract to the competent authority, and
- v) Perform any other function ancillary and incidental to the above

SECTION OFFICER-V

Copy for information & necessary action to:

- 1. The Director, Sindh Public Procurement Regulatory Authority, Karachi
- 2. The Director, Local Government Department, Govt. of Sindh Karachi
- 3. The P.S. to Secretary Local Government Department, Govt. of Sindh Karachi
- 4. Office order file

SECTION OFFICER-V



OFFICE OF THE ADMINISTRATOR DISTRICT MUNICIPAL CORPORATION, SOUTH KARACHI.

No. Administrator/DMC/South/ 47 0/2015

Dated: 25-11-2015

ORDER

SUBJECT: CONSTITUTION OF COMMITTEE FOR COMPLAINT REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES.

As required under rule 31 of Sindh Public Procurement Rules, 2010 (Amended 2013) a committee for complaint redressal of grievances and settlement of disputes is hereby constituted for Lyari Zone, District Municipal Corporation (South), Karachi consisting upon following:

 Municipal Commissioner DMC (South), Karachi. Chairman

2) Accounts Officer
District South, DMC, Karachi.

Member

 Mr. Habib Hasan Chairman, Lyari Resource Center.

Member

ADMINISTRATOR
District Municipal Corporation
(South), Karachi

Copy to all concerned.

FOR PROCUREMENT WORKS IN PARKS & RECREATION DEPARTMENT, SADDAR ZONE, DMC (SOUTH) ANNUAL PROCUREMENT PLAN (YEAR 2015-16)

C-03-C-02 Purchase of Furniture & other office equipment's C-03-C-03 Stationery Printed C-03-C-04 Stationery Un-Printed C-03-C-05 Misc: Office expenses C-03-C-06 Misc: Store & equipments C-03-C-07 Sports activities of Town C-03-C-08 Purchase of Typewritter/Calculator/Computer with Accessories M-03-B-1 Imp: Maintenance of Play Ground M-03-B-2 Imp: Maintenance of Parks M-03-B-3 Imp: Maintenance of Plantation of Roads & R/ Abouts	C-03-C-01 Uniforms	-		-	G.			-	no	Adp/ bg N
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DIRECTOR

PARKS & RECREATION

D.M.C (SOUTH)

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS WORK # 01 (SINGLE STAGE ON ENVELOPE METHOD)

Name of Work: -

IMPROVEMENT OF SHAHRA-E-IRAN, DMC (SOUTH)

Cost

1.00 Million

Bid Security

2 % Quoted Amount

Tender Cost

Rs. 1000

Tender Issue M/S.			
PAY ORDER OF TENDER COST	PAY ORDER OF BID	SECURITY	
P.O No Date	P.O No	Date	
Bank	Bank	*	v
Rs	Rs.		

Signature & Stamp of Issuing Authority
Director
Parks & Reaveation
DMC (South)

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.

All work proposed to be executed by contract shall be not fied 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.

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

Director

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.

Director

BIDDING DATA

Work No. 01

(This Section Should be filled by the Engineer/Procuring Agency before issuance of the Bidding Documents)

a. Name of Procuring Agency: <u>District Municipal Corporation (South)</u>

b. Brief Description of Works : <u>Improvement of Shahra-e-Iran, DMC (South)</u>

c. Procuring Agency Address: : Khayal Das Park, K.R.S Captain Road near Opp:

Aram Bagh Police Station, DMC (South), Karachi

d. Estimated Cost : <u>1.00 Million (approx.)</u>

e. Amount of Bid Security : <u>20,000/-</u>

f. Period of Bid Validity (days): <u>60 Days</u>

g. Security Deposit (Including Bid Security): 1,00,000/-

h. Percentage, if any, to be deducted from bills: 7.5% Income Tax & 01 % Water

<u>charges</u>

i. Deadline for submission of Bids along with time:

j. Venue, Time, and ate of Bid Opening: Office of the Administrator, DMC (South) at Khayal Das Park, KRS Captain Road, Opp: Aram Bagh Police Station, Karachi at

k. Time for completion from written order of commence :- 45 days

 Liquidity damages:- 500/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%)

Contractor

Signature with Seal

DIRECTOR

Parks & Recreation D.M.C (South)

Conditions of Contract

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

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

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

Clause - 3: Termination of the Contract.

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

- (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 Producing 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 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from 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 from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are 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 xceeded 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-incharge 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.

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Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's 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 which cannot be amicably settled between the parties, 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 whatspever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Parks & Reaveation DMC (South)

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

Divisional Accountant

Contractor

Ex Ranksee Reaveation Curing Agency

DISTRICT MUNICIPAL CORPORATION SOUTH-KARACHI

SHABJECT :- IMPROVEMENT OF SHAHRA-E-IRAN, DMC (SOUTH)

TENDER NO. (01)/(2015-16)

(PART-A: ITEM BASED ON SCHEDULE RATE)

Sr. #	Description of Work	Quantity	Rate Per	Unit	Amount
1	Earth Work excavation and dressed lead up to on chain etc	15233	1361.25	%CFT	20736
2	Cartage of 100 CFT/5 tons of all material llikes on aggregate, spawl, coal, lime, surkhi, etc B.G Rait fastenings oints & crossings bridges girders, pipes, sheets, Raits M.S Bars etc or 1000 Nos brinks 10'x5x3 or 1000 manuds of fuel wood by trucks or any other means owned by the contractors (lead upto5/10 Miles etc)	15233	804.52	% CFT	122553
	Total An	nount Of Sch	edule Items		Rs. 143289/-

(PART-B: ITM BASED ON OFFER RATE)

Sr. #	Description of Work	Quantity	Rate Per	Unit	Amount
1	Supplying/Stacking & Spreading of Sweet Earth approved garden soil free from salt i/c all lead lifts from approved out site source in required slope as per approval of officer incharge	11424	Open Rate	%CFT	
2	Supplying/Stacking & Spreading of well decayed cow dung manure from approved out source i/c all lead and lifts etc as per directions of officer incharge	3808	Open Rate	%CFT	
3	Supply of mixed shrubs pl ants up to 2'-0 hight as per approved variety by the officer in charge	500	Open Rate	Nos	
4	Supply of Dacca Grass (Live) in slab	10663 -	Open Rate	%SFT	
Total	Amount of Offer Items				

Nomenclature quantities and Rates have been checked by me

Asstt: Ex: Engineer (P&R) DMC (South)

Director (P&R) DMC (South).

QUOTED BID SUMMARY

1	Part-A (Item Based on S/R amounting Rs. 143289/- % Above/Below of the S/R	Rs	
2	Part-B (Item Based on O/R)	Rs	
3	(Grand Total (A+B)	Rs	

Signature of the	Contractor
Address	

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS WORK # 03 (SINGLE STAGE ON ENVELOPE METHOD)

Name of Work: -

IMPROVEMENT OF AWAN-E-SADDAR, DMC (SOUTH)

Cost

1.00 Million

Bid Security

2 % Quoted Amount

Tender Cost

Rs. 1000

Tender Issue M/S	
PAY ORDER OF TENDER COST	PAY ORDER OF BID SECURITY
P.O No Date	P.O No Date
Bank	Bank
Rs	Rs.

Signature & Stamp of Issuing Authority

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.

I. All work proposed to be executed by contract shall be not fied 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 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 of tender or in the time

Director

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

Work No. 03

1. (This Section Should be filled by the Engineer/Procuring Agency before issuance of the Bidding Documents)

Name of Procuring Agency: District Municipal Corporation (South) a.

Brief Description of Works: Improvement of Awan-e-Saddar, DMC (South) b.

Procuring Agency Address:: Khayal Das Park, K.R.S Captain Road near Opp: c.

Aram Bagh Police Station, DMC (South), Karachi

1.00 Million (approx.) d. **Estimated Cost**

Amount of Bid Security 20,000/e.

f. Period of Bid Validity (days): 60 Days

Security Deposit (Including Bid Security): 1,00,000/g.

Percentage, if any, to be deducted from bills: 7.5% Income Tax & 01 % Water h.

charges

Deadline for submission of Bids along with time: i.

j. Venue, Time, and ate of Bid Opening: Office of the Administrator, DMC (South) at Khayal Das Park, KRS Captain Road, Opp: Aram Bagh Police Station, Karachi at

Time for completion from written order of commence :- 45 days k.

١. Liquidity damages: - 500/- (0.05 of Estimated Cost or Bid cost per day of delay, but

total not exceeding 10%)

Parks & Recreation

D.M.C (South)

Contractor Signature with Seal

Conditions of Contract

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

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

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

Clause - 3: Termination of the Contract.

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

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DMC (South)

- (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.

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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.

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- (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.
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- (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.
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- (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.



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

Clause -18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor

Director
Exceptives Reavertion of Agency
DMC (South)

DISTRICT MUNICIPAL CORPORATION SOUTH-KARACHI

SUBJECT :- IMPROVEMENT OF AWAN-E-SADDAR, DMC (SOUTH)

TENDER NO. (03)/(2015-16)

(PART-A: ITEM BASED ON SCHEDULE RATE)

Sr. #	Description of Work	Quantity	Rate Per	Unit	Amount
1	Dismentling of CC 1:2:4 plain etc	240	3327.50	%CFT	7986
2	Earth Work excavation and dressed lead upto on chain etc	4800	1361.25	%CFT	6534
3	Painting on new plaster surface with ready mixed paint of approved make and shade at any herght in any floor etc complete.	3600	1421.82	%SFT	51186
4	Painting on old plaster surface ready mixed enemal paint to plaster old surface i/c over priming etc	5600	1014.14	%SFT	56792
5	P/L CC Floor of 3" topping cement concrete 1:2:4 i/c surface finishing etc	1200	3275.50	% SFT	39306
6	Providing and fixing paving block flooring having size 197x97x60 mm of city/Quadra cabble shape with pigment having strength B/W 5000 to 8500 PSI i/c filling the joint etc (V.III P-73/30. A+B)	850	199.77	% SFT	169804
7	P/F cement colour tile 40 mm thick as approved by officer incharge i/c the cost of jointing, fixing with cement sand morter etc complete	2300	4437.38	% SFT	102059
8	Cartage of 100 CFT/5 tons of all material llikes on aggregate, spawl, coal, lime, surkhi, etc B.G Rait fastenings oints & crossings bridges girders, pipes, sheets, Raits M.S Bars etc or 1000 Nos brinks 10'x5x3 or 1000 manuds of fuel wood by trucks or any other means owned by the contractors (lead upto5/10 Miles etc)	5040 CFT	804.52	% CFT	40548
		nount Of Sch	edule Items		474215/-

(PART-B: ITM BASED ON OFFER RATE)

Sr.	Description of Work	Quantity	Rate Per	Unit	Amount
9	P/L pre cost kerb stone as per approve quality size 4" top, 6" bottom 12" length, & 12" hight i/c cost of excavation back filling and fixing all over a base C.C up to 2" thick etc complete	100 Nos	Open Rate	Nos	
10	Supplying/Stacking & Spreading of Sweet Earth approved garden soil free from salt i/c all lead lifts from approved out site source in required slope as per approval of officer incharge	1500 CFT	Open Rate	CFT	
11	Supplying/Stacking & Spreading of well decayed cow dung manure from approved out source i/c all lead and lifts etc as per directions of officer incharge	500 CFT	Open Rate	CFT	

Contd on P/2.....

DISTRICT MUNICIPAL CORPORATION SOUTH-KARACHI

W.L

-:02:-

12	Supply of mixed shrubs plants up to 2'-0 hight as per approved variety by the officer in charge	947 Nos	Open Rate	Nos	
13	Supply o fmixed seasonal plants as per approved variety by the officer in charge	2000 Nos	Open Rate	Nos	
Tota	I Amount of Offer Items				

Nomenclature quantities and Rates have been checked by me

Asstt: Ex: Engineer (P&R) DMC (South)

Director (P&R) DMC (South).

QUOTED BID SUMMARY

1	Part-A (Item Based on S/R amounting Rs. 143289/- % Above/Below of the S/R	Rs	
2	Part-B (Item Based on O/R)	Rs	
3	(Grand Total (A+B)	Rs	

Signature of the Cont	ractor
Address	
-	

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS WORK # 02

(SINGLE STAGE ON ENVELOPE METHOD)

Name of Work: -

IMPROVEMENT OF SHAHRA-E-ATTAR, DMC (SOUTH)

Cost

1.00 Million

Bid Security

2 % Quoted Amount

Tender Cost

Rs. 1000

<u> </u>		
Tender Issue M/S		
Terruer 135de 141/5.		
PAY ORDER OF TENDER COST	PAY ORDER OF BID SECURITY	
P.O No Date	P.O No Date	
Bank	Bank	
Rs	Rs	

Signature & Stamp Hissuing Authority

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 not fied 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 of tender or in the time

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.

Director
Parks & Reaveation
DMC (South)

3:

BIDDING DATA

Work No. 02

(This Section Should be filled by the Engineer/Procuring Agency before issuance of the Bidding Documents)

a. Name of Procuring Agency: District Municipal Corporation (South)

b. Brief Description of Works: <u>Improvement of Shahra-e-Attar, DMC (South)</u>

c. Procuring Agency Address: : Khayal Das Park, K.R.S Captain Road near Opp:

Aram Bagh Police Station, DMC (South), Karachi

d. Estimated Cost : <u>1.00 Million (approx.)</u>

e. Amount of Bid Security : <u>20,000/-</u>

f. Period of Bid Validity (days): <u>60 Days</u>

g. Security Deposit (Including Bid Security): 1,00,000/-

h. Percentage, if any, to be deducted from bills: 7.5% Income Tax & 01 % Water

charges

i. Deadline for submission of Bids along with time:

j. Venue, Time, and ate of Bid Opening :- Office of the Administrator, DMC (South) at Khayal Das Park, KRS Captain Road, Opp: Aram Bagh Police Station, Karachi at

k. Time for completion from written order of commence :- 45 days

I. Liquidity damages:- 500/- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%)

Contractor
Signature with Seal

DIRECTOR

Parks & Recreation D.M.C (South)

Conditions of Contract

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

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

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

Clause - 3: Termination of the Contract.

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

- (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 Producing 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are plans, design or alignment to suit actual field conditions, 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 xceeded 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.

(fi) 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.

Sindh Public Procurement Regulatory Authority | www.porasindh.gov.pk

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

Director

Clause -18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor

Director
Executives & Reader Attorning Agency
DMC (South)

DISTRICT MUNICIPAL CORPORATION SOUTH-KARACHI

SUBJECT :- IMPROVEMENT OF SHAHRA-E-ATTAR, DMC (SOUTH)

TENDER NO. (02)/(2015-16)

(PART-A: ITEM BASED ON SCHEDULE RATE)

Sr. #	Description of Work	Quantity	Rate Per	Unit	Amount
1	Earth Work excavation and dressed lead up to on chain etc	17218	1361.25	% CFT	23438
2	Cartage of 100 CFT/5 tons of all material llikes on aggregate, spawl, coal, lime, surkhi, etc B.G Rait fastenings oints & crossings bridges girders, pipes, sheets, Raits M.S Bars etc or 1000 Nos brinks 10'x5x3 or 1000 manuds of fuel wood by trucks or any other means owned by the contractors (lead upto5/10 Miles etc)	17218	804.52	%CFT	138522
	Total An	nount Of Sch	edule Items		161960/-

(PART-B: ITM BASED ON OFFER RATE)

Sr. #	Description of Work	Quantity	Rate Per	Unit	Amount
1	Supplying/Stacking & Spreading of Sweet Earth approved garden soil free from salt i/c all lead lifts from approved out site source in required slope as per approval of officer in charge	17218	Open Rate	%CFT	
2	Supplying/Stacking & Spreading of well decayed cow dung manure from approved out source i/c all lead and lifts etc as per directions of officer in charge	4304	Open Rate	%CFT	
3	Supply of Dacca Grass (Live) in slab	10331	Open Rate	% SFT	
	Tot	al Amount o	of Offer Items		

Nomenclature quantities and Rates have been checked by me

Asstt: Ex: Engineer (P&R) DMC (South) Director (P&R) DMC (South).

QUOTED BID SUMMARY

1	Part-A (Item Based on S/R amounting Rs. 161960/- % Above/Below of the S/R	Rs	
2	Part-B (Item Based on O/R)	Rs	
3	(Grand Total (A+B)	Rs	

Signature of the Contra	ctor
Address	