## **KARACHI WATER & SEWERAGE BOARD**

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

Cell No. 0333-2393180

NEK 100 MGD Pumping House, Saadi Town, Scheme-33, District Malir Sindh Pakistan

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

Dated: 25/04/2016

## **NOTICE INVITING TENDERS**

(Through Website)
(ON ITEM RATE BASIS)

Sealed Tenders are invites single stage – single envelope system as per SPPR Rules-2010 (Amended-2014) for the following works.

Estimated Cost below 1.00 Million

1.		1- EMERGENT ENGINEERING SERVICES OF NON RETURN VALVE 1000MM DIA OF PUMP SET NO. E AT HIGH LIFT PUMP HOUSE NEK (P&F) K-II PLANT. (RS. 8,74,770/-).
	Name of Work	2- COMPLETE OVERHAULING OF 2008.8 M3/H (WEIR PUMP) # B&C I/C SERVICING OF ELECTRIC MOTOR & PANEL INSTALLED AT HGIH LIFT PUMP HOUSE N.E.K (P&F) K-II PLANT. (Rs.7,69,887/).
		3- PAINTING OF MACHINERY ALONGWITH PIPES / VALVES PLATE FORM / GRIDERS / LOOVERS / FRAMES AND RAILING AT EXTERNAL & INTERNAL SIDE (F.P) & RECOVERY SECTION AT N.E.K K-II PLANT, KW&SB. (Rs. 7,64,019/-)
2.	Eligibility of Contractor	Bidder / Contractor having NTN / Sales Tax and Contractor should be registered with Sindh Revenue Board in terms of Rule-64(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 form the office of the Accounts Officer (Revenue), Finance Department, KW&SB having his office at 1 <sup>st</sup> Floor, KW&SB Head Office, Civic Centre Annex Building, Gulshan-e-Iqal, Karachi between 09:00 AM to 01:00 PM.
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. 1000/= (Non-refundable in shape of Pay Order in 2). Rs.1000/= favour of Karachi Water & Sewerage Board
7.	Last Date of Issuing	W.e.f 1 <sup>st</sup> Advertisement date to 12-cs /2016 between 09:00 AM to 01:00 PM.
8.	Date & Time of submission and Opening of Tender	Submission of Tender at 13-65 /2016 at 2:00 PM and Opening of Tender at 2:30 PM on same day.

## **KARACHI WATER & SEWERAGE BOARD**

OFFICE OF THE RESIDENT ENGINEER

NORTH EAST KARACHI (PUMPING & FILTER) K-II DIVISION

Cell No. 0333-2393180

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6.	Tender Cost of Works	1). Rs. 1000/= (Non-refundable in shape of Pay Order in 2). Rs.1000/= favour of Karachi Water & Sewerage Board
7.	Last Date of Issuing	W.e.f 1 <sup>st</sup> Advertisement date to 12-c5-/2016 between 09:00 AM to 01:00 PM.
8.	Date & Time of submission and Opening of Tender	Submission of Tender at 13-65 /2016 at 2:00 PM and Opening of Tender at 2:30 PM on same day.

19		, i						
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 <sup>th</sup>						
		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 of 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.						
	Estimated Cost of	4- Rs. 8,74,770/-						
	Works	5- <b>Rs. 7,69,887/-</b>						
		6- <b>Rs. 7,64,019/-</b>						

## Note:-

- 1. Tender can be seen and downloaded from SPPRA website www.pprasindh.gov.pk
- 2. The participants must quote the rates both in words and figures Incomplete / conditional tenders will not be accepted.
- 3. In case any undesirable circumstances arise on the submission / opening Date & Time or if the Government declares as a public holiday the Tender shall be submitted / opened on next working day at the same time and venue
- 4. The procuring agency may reject all or any bids subject to the relevant provisions of SPP Rules-2010 Rules 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 1 year 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 100 MGD 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 & SEWERAGE BOARD

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



## KARACHI WATER & SEWERAGE BOARD

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

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

Dated: 22-10-2015

## OFFICE ORDER

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

Dy. Managing Director (Finance), KW&SB
 Chief Engineer (Korangi), KW&SB
 Chief Engineer (Central), KMC
 Director Administration, KMC
 Divisional Accounts Officer (South), KW&SB

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

- Dy. Managing Director (TS) KW&SB
- 2. Dy. Managing Director (Finance) KW&SB/Convener Committee
- 3. Dy. Managing Director (Planning) KW&SB
- Chief Engineer, Korangi, KW&SB/Member/Secretary Committee.
- Chief Engineer, Central, KMC/Member of the Committee.
- 6. Director Administration, KMC/Member of the Committee.
  - 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

. D. 12014-151010/66 e-e1100-2015 doc



## 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:15-06-2011.

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

Chief Engineer

## 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.

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

Annual Procurement Plan for the Year 2015-2016.

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	recovery section at NEK (P&F) K-II.	Painting of machinery /along with pipes valve plat from girders lower/frames &	Electric/Engineering servicing 11.33 KV 412 KW Electric Motor (C) at High Lift P/h at NEK (P&F) K-II.	Emergent R/M 112 KW A/C induction Motor I/C KSB pump B-14 D-14 LCP No.	(P&F) K-II.	(P&F) K-II.  Electrical /engineering servicing of	Motor I/C complete overhauling of KSB	Servicing of 112-KW A/C industry.	penal through K-E sub-station for N F K	water motor No. C at NEK 100 MGD	damaged Rusty Accessorio	Engineering Servicing and varnishing 80	At NEK K-II	P/F of M.S pipe I" dia installation durum	Description of Procurement	
	'		1			!				1		·	1	applicable	Quantity	
	1		1	,		1		ı		I				where applicable	Estimated Unit Cost	
	7,64,019/-	0,00,0141-	9,53,954/-	9,53,954/-		8,15,469/-		5,32,940/-		9,38,262/-		9,27,450/-				10.01
7	6024-16	6253-25	6253-25	6253-25		6253-25		6253-41		6253-28		6253-28		Funds Allocated		10 116 Fed 2015-2016
-	KW&SB	KW&SB	KW&SB	KW&SB		KW&SB		KW&SB		KW&SB		KW&SB	ADP		Sources of	5-2016
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PARDEEP KUMAR Resident Engineer N.E.K (P&F) K.II-III,

KW&SB

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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.	Orgent R/M work of operating electric panel for H.T Motor No. (2&3) 525kw, 11kv at NEK (P), K-II Plant.	Servicing of 11 KV, 525 KW electric motor no. (6), type dkrjs45/9-6wf & p/f bearings for KSB pump type (SNW 600-720) installed at K-III Pump House, NEK.	Repairing / Maintenance work of 6660m/h (35 MGD) pump (C) at Low Lift P/H at NEK (P), K-II Plant.	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.	Electrical Engineering services for 1600kva, 11 / 3.3 kv transformer (no. 2) at high lift NEK (P&F) K-II.	Engineering services of weir pump 6660m/h (35 mgd) at NEK (P), K-II plant.	Complete over hauling of 4500 m/h (25mgd) weir pump set D at High lift at NEK (P&F) K-II.	Necessary work of Engineering operator caders & 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.	Description of Procurement	
1	1	ı		1	ı	1	1	I	where applicable	Quantity
l	I	1	l	1	1	1	I	1 -	Unit Cost where applicable	Estimated
9,81,546/-	20,38,455/-	29,36,395/-	24,22,082/-	15,15,965/-	23,11,865/-	19,63,000/-	11,69,490/-	7,35,520/-	total Cost (Pak Rs.)	Estimated
6253-25	6024-16	6024-16	6024-16	6024-16	6024-16	6024-16	6024-16	6024-16	Allocated	1
KW&SB	KW&SB	KW&SB	KW&SB	KW&SB	KW&SB	KW&SB	KW&SB	KW&SB	ADP/Non ADP	Sources of
Website/ Press Media	Website/ Press Media	Website/ Press Media	Website/ Press Media	Website/ Press Media	Website/ Press Media	Website/ Press Media	Website/ Press Media	Website	Procurement Method	Proposed
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PARDEEP KUMAR Resident Engineer N.E.K (P&F) K.II-III, KW&SB



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

# Annual Procurement Plan for the Year 2015-2016

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	(92)	1	S.NO. 18.
	Varnishing 80 HP Motor R/M and Replacement of Burnt / Damage / Rusty Accessories of Wash Water Motor No. C at NEK 100 MGD (P/F) K-II, KW&SB.	0 ∓ o °	Description of Procurement
*	. 1	1	Quantity where applicable
			Estimated Unit Cost where applicable
	Rs.9,38,262/-	Rs.9,92,248/-	Estimated total cost (Pak Rs.)
			Funds Allocated
	KW&SB	KW&SB	Sources of Funds ADP/
	Website	Website	Proposed Procurement Method
-	1	1	Pr
	- 4 <sup>th</sup>	4 <sup>th</sup>	Timing of Procurement '
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PARDEEP KUMAR Resident Engineer N.E.K (P&F) K.II-III, KW&SB

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

# Annual Procurement Plan for the Year 2015-2016

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Valve 1000MM dia of Pump Set No. C at Low Lift Pump House NEK (P&F) K-II Plant.	Repair & Reconditioning Maintenance of Nor Bottom	A at Low Lift Pump House NEK (P&F) K-II Plant.	Services of Non Return Valve	Emergent Engineering	at High Lift Pump House NEK	800MM dia of Pump Set No. E	Services of Non Return Valve	Emergent Engine	No. D at High Lift Pump House	Valve 800MM dia of Pump Set	nance	Repair & Reconditioning	(P&F) K-II Plant	Motor & Panel Installed at	B&C I/c Servicing of Electric	2008.8 M3/H (Weir Pump) #	Complete overhauling of		beschiption of Procurement
									í					1				applicable	Quantity
														ı			applicable	Unit Cost where	Estimated
8,67,344.00		9,72,860.00			8,74,770.00			0,04,779.00	0				10,31,634/-	10 51 6347				total cost (Pak Rs.)	Estimated
																		Allocated	Final
KW&SB		KW&SB			KW&SB			KW&SB					KW&SB				Non ADP	Funds ADP/	
Website		Website		יאנטטונם	Wehsite			Website	, Al				Website				Method	Proposed Procurement	
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# North East Karachi (Pumping & Filter) K-II, KW&SB

# Annual Procurement Plan for the Year 2015-2016

S.NO.

Description of Procurement

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	PRSTT	28.		77		26.		25.		0.140
	Form / Griders / Loovers / Frames and Railing at External & Internal Side (F.P) & Recovery Section at N.E.K K-II Plant, KW&SB.	B&C I/C Servicing of Electric Motor & Panel Installed at High Lift Pump House NEK (P&F)K-II Plant.  Painting of Machinery	2008.8 M3/H (Weir Prime) #	"E" at High Lift Pump House N.E.K (P&F) K-II Plant.	Services of Non Return Valve	at High Lift Pump House N.E.K (P&F) K-II Plant.	Services of Non Return Valve 800MM dia of Pump Set "D"	Emergent Engineering	rescription of Procurement	-
				ı		ı			Quantity where applicable	
				ı		,		applicable	Estimated Unit Cost where	
	7,64,019/-	7,69,887/-		8,74,770/-		8,04,779/-			Estimated total cost (Pak Rs.)	
									Funds Allocated	
>	KW&SB	KW&SB		KW&SB		KW&SB		Non ADP	Sources of Funds ADP/	
	Website	Website	, vepsite	Nobeito		Website		Method	Proposed Procurement	
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	ı	,	1						Timing of Procurement	
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PARDEEP KUMAR

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



## STANDARD BIDDING DOCUMENT

## PROCUREMENT OF WORKS

For Contracts Costing up to Rs. 2.5 Million)

(Website Tender) (S # 4)

Name of work:-

EMERGENT ENGINEERING SERVICES OF NON RETURN VALVE SOMM DIA OF PUMP SET NO. "E" AT HIGH LIFT PUMP HOUSE N.E.K (P&F) K-II PLANT

:-Name of Office:-

## NORTH EAST KARACHI

(Pumping & Filter)K-II Division

NEK 100 MGD Pumping House & 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 decirnal 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
(b)	Brief Description of Work	EMERGENT ENGINEERING SERVICES OF NON RETURN VALVE 300MM DIA OF PUMP SET NO. "E" AT HIGH LIFT PUMP HOUSE N.E.K (P&F) K-II PLANT
(c)	Procuring Agency Address	NEK 100 MGD Pump House, Saadi Town Scheme-33, District Malir.
(d)	Estimate Cost	On item rate basis
(e)	Amount of Bid Security	2% Earnest Money
(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 super scribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D) at Block-"E" 9 <sup>th</sup> Mile Karsaz, Karachi on at <u>2.30 PM</u> by Procurement Committee
(i)	Deadline for submission of Bid along with time.	/ /2016_at 2.00 PM
(j)	Time for completion from written order commence	15Days
(k)	Liquidity damage	0.5% of Bid Cost per day of delay
(l) (m)	Bid issued to Firm Deposit Receipt No. & Date	M/s.
	Amount:	Rs. <u>2000/=</u>

Authority Issuing Bidding Document

PARDEEP KUMAR Resident Engine N.E.K(P&E) KIMP ROV&SB

## **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 complet on 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 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.

(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 indvance 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 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 seeded 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 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 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.

Jawaid Ali Kambuh
Divisionali Kambuh
North East Karauhitant
(P&F) K-II. KW&SB

Contractor

Executive Engineer PROPLET Resident Engineer

(W&SB

## EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with tender in case of supply item the GST registration must be available with tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the tender.
- 4. Turnover Statement last 3 Years
- 5. Similar nature of Bidding Document form upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the tender cannot be accepted
- 6. Rate must be quoted in figure & Words by contractor.
- 7. Bid shall be properly signed by contractor with stamped, address and contact No. #
- 8. If the estimate are based on Sch:2012 and premium can be allowed within allowable limit.
- 9. If the estimate are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be conceder.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Registration Certificate from S.R. B (Sindh Revenue Board must be attached.

Name of Work

## EMERGENT ENGINEERING SERVICES OF NON RETURN VALVE 900MM DIA OF PUMP SET NO. "E" AT HIGH LIFT PUMP HOUSE N.E.K (P&F) K-II PLANT.

Qty.	Description of Item to be	R	tate	Unit	Amount in
	Executed at Site	Amount ( in Figures)	Amount (in Words)		Rupees
01 Job	Complete dismantling of valve shutters disc pin both side of shutter dic, shutter disc & valve body seat bronze etc.			Job	
01 Job	Repair & re-conditioning of shutters valve disc complete front & back side by method of sand blasting process i/c making "V" shape thread as disc conner for fixing the disc seating ring having dia 1000mm length 25mm with special holding attachment i/c anti corrosion sea paint side of disc two coat as per direction of E/Incharge.			Job	
02 Nos.	Local Mfg. of valve pin from S.S solid shaft having dia 140mm length 465mm making coller having dia 133mm length 30mm other step cutting having dia 120mm, length 310mm, and last step cutting dia 108mm length 120mm making case harding on furnauce m/L as per direction of engineer incharge.			Job	
02 Job	Repair & reconditioning of valve body both pin guide hole by method of re-filling ovel shape (damaged hole) cost iron x-ray welding about 6" dia and length 6" i/c making hole both pin guide at same exis with out disturbing of disalligment having dia 125mm length 25mm & othe dia 107mm length 6" i/c sand blasting from inside the above body having with 800mm dia i/c making anticorrosive sea paint inside the valve as per direction of incharge.		-	Job	
	O1 Job O1 Job Nos.	O1 Job Complete dismantling of valve shutters disc pin both side of shutter dic, shutter disc & valve body seat bronze etc.  O1 Job Repair & re-conditioning of shutters valve disc complete front & back side by method of sand blasting process i/c making "V" shape thread as disc conner for fixing the disc seating ring having dia 1000mm length 25mm with special holding attachment i/c anti corrosion sea paint side of disc two coat as per direction of E/Incharge.  O2 Local Mfg. of valve pin from S.S solid shaft having dia 140mm length 465mm making coller having dia 133mm length 30mm other step cutting having dia 120mm, length 310mm, and last step cutting dia 108mm length 120mm making case harding on furnauce m/L as per direction of engineer incharge.  O2 Job Repair & reconditioning of valve body both pin guide hole by method of re-filling ovel shape (damaged hole) cost iron x-ray welding about 6" dia and length 6" i/c making hole both pin guide at same exis with out disturbing of disalligment having dia 125mm length 25mm & othe dia 107mm length 6" i/c sand blasting from inside the above body having with 800mm dia i/c making anticorrosive sea paint	O1 Job Complete dismantling of valve shutters disc pin both side of shutter dic, shutter disc & valve body seat bronze etc.  O1 Job Repair & re-conditioning of shutters valve disc complete front & back side by method of sand blasting process i/c making "V" shape thread as disc conner for fixing the disc seating ring having dia 1000mm length 25mm with special holding attachment i/c anti corrosion sea paint side of disc two coat as per direction of E/Incharge.  O2 Local Mfg. of valve pin from S.S solid shaft having dia 140mm length 465mm making coller having dia 133mm length 30mm other step cutting having dia 120mm, length 310mm, and last step cutting dia 108mm length 120mm making case harding on furnauce m/L as per direction of engineer incharge.  O2 Job Repair & reconditioning of valve body both pin guide hole by method of re-filling ovel shape (damaged hole) cost iron x-ray welding about 6" dia and length 6" i/c making hole both pin guide at same exis with out disturbing of disalligment having dia 125mm length 25mm & othe dia 107mm length 6" i/c sand blasting from inside the above body having with 800mm dia i/c making anticorrosive sea paint	Executed at Site  Amount (in Figures)  Complete dismantling of valve shutters disc pin both side of shutter dic, shutter disc & valve body seat bronze etc.  O1 Job  Repair & re-conditioning of shutters valve disc complete front & back side by method of sand blasting process i/c making "V" shape thread as disc conner for fixing the disc seating ring having dia 1000mm length 25mm with special holding attachment i/c anti corrosion sea paint side of disc two coat as per direction of E/Incharge.  D2 Local Mfg. of valve pin from S.S solid shaft having dia 140mm length 465mm making coller having dia 133mm length 30mm other step cutting having dia 120mm, length 310mm, and last step cutting dia 108mm length 120mm making case harding on furnauce m/L as per direction of engineer incharge.  D2 Job  Repair & reconditioning of valve body both pin guide hole by method of re-filling ovel shape (damaged hole) cost iron x-ray welding about 6" dia and length 6" i/c making hole both pin guide at same exis with out disturbing of disalligment having dia 125mm length 25mm & othe dia 107mm length 6" i/c sand blasting from inside the above body having with 800mm dia i/c making anticorrosive sea paint	Executed at Site  Amount (in Figures)  Complete dismantling of valve shutters disc pin both side of shutter disc, shutter disc & valve body seat bronze etc.  Repair & re-conditioning of shutters valve disc complete front & back side by method of sand blasting process i/c making "V" shape thread as disc conner for fixing the disc seating ring having dia 1000mm length 25mm with special holding attachment i/c anti corrosion sea paint side of disc two coat as per direction of E/Incharge.  Coal Mfg. of valve pin from S.S solid shaft having dia 140mm length 465mm making coller having dia 133mm length 30mm other step cutting having dia 120mm, length 310mm, and last step cutting dia 108mm length 120mm making case harding on furnauce m/L as per direction of engineer incharge.  Coal Me Repair & reconditioning of valve body both pin guide hole by method of re-filling ovel shape (damaged hole) cost iron x-ray welding about 6" dia and length 6" i/c making hole both pin guide at same exis with out disturbing of disalligment having dia 125mm length 25mm & othe dia 107mm length 6" i/c sand blasting from inside the above body having with 800mm dia i/c making anticorrosive sea paint

Resident Engineeviar N.E.K (P&F Kaljulle of KW&SBK.II-III.

I/We hereby Quote	ed Rs	(Rupees
	e work and I / We here -2010 and comply the	eby undertaking accept Rules of KW&SB.
	Signature o	of Contractor
		of firm & Seal
Address		
Contact #		



## STANDARD BIDDING DOCUMENT

## **PROCUREMENT OF WORKS**

For Contracts Costing up to Rs. 2.5 Million)

(Website Tender) (S # 5)

Name of work:-

COMPLETE OVERHAULING OF 2008.8 M3/H
(WEIR PUMP) # B&C I/C SERVICING OF
ELECTRIC MOTOR & PANEL INSTALLED AT HIGH
LIFT PUMP HOUSE NEK (P&F), K-II PLANT

:-Name of Office:-

## **NORTH EAST KARACHI**

(Pumping & Filter)K-II Division

NEK 100 MGD Pumping House & 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 decirnal 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
(b)	Brief Description of Work	COMPLETE OVERHAULING OF 2008.8 M3/H (WEIR PUMP) # B&C I/C SERVICING OF ELECTRIC MOTOR & PANEL INSTALLED AT HIGH LIFT PUMP HOUSE NEK (P&F), K-II PLANT.
(c)	Procuring Agency Address	NEK 100 MGD Pump House, Saadi Town Scheme-33, District Malir.
(d)	Estimate Cost	On item rate basis
(e)	Amount of Bid Security	2% Earnest Money
(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 super scribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D) at Block-"E" 9 <sup>th</sup> Mile Karsaz, Karachi on at 2.30 PM by Procurement Committee
(i)	Deadline for submission of Bid along with time.	/ /2016_at 2.00 PM
(j)	Time for completion from written order commence	15Days
(k)	Liquidity damage	0.5% of Bid Cost per day of delay
(l) (m)	Bid issued to Firm Deposit Receipt No. & Date	M/s.
	Amount: R	s. <u>2000/=</u>

PARDEEP KUMAR Resident Engineer N.E.K.P&F) XTI-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 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:
  - 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 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 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 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 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-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 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 correct a defect. He may rectify or remove, and re-execute the 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 to 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 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 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 cuestions 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 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.

lawaid Ali Kambuh Div Kiendik ornentant North East Karachi

IP&F) K-II. KW&SB

PARDEEP KUMAR
Resident Engineer
Executive Engineer/Engapping

KW&SB

Contractor

## EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with tender in case of supply item the GST registration must be available with tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with tender
- 3. 1 Years Experience certificate of similar nature of job must be available with the tender.
- 4. Turnover Statement last 3 Years
- 5. Similar nature of Bidding Document form upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the tender cannot be accepted
- 6 Rate must be quoted in figure & Words by contractor.
- 7. Bid shall be properly signed by contractor with stamped, address and contact No #
- 8. If the estimate are based on Sch:2012 and premium can be allowed within allowable limit.
- 9. If the estimate are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be conceder.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Registration Certificate from S.R. B (Sindh Revenue Board must be attached.

Name of Work

## COMPLETE OVERHAULING OF 2008.8 M3/H (WEIR PUMP) # B&C I/C SERVICING OF ELECTRIC MOTOR & PANEL INSTALLED AT HIGH LIFT PUMP HOUSE NEK (P&F), K-II PLANT.

No.	Qty.	Description of Item to be Executed at Site	Rate		Unit	Amount in
			Amount ( in Figures)	Amount (in Words)	Jill	Rupees
1.	02 Job	Removal of Termination and terminal box and isolated the 60 KW Electric Motor from the Pump remove from base then dismantle the pump from foundation and de-bolting the equipment removal of column pipe 18" dia 3 Nos. then re-assembling the pump after engineering servicing complete its termination after servicing & fixing of terminal box complete in all respect and as per direction of Engineer Incharge.			Job	
2.	02 Job	Removal of impeller from shaft with help of hydraulic pressure machine & oxygen acetylene Flame as per direction of Engineer Incharge			Job	
3.	02 Nos.	Re-conditioning & balancing of UNIGLIDE type impeller pump 18" dia by welding of worn out wings used special organ welding with help of kansi electrodes & machining & grinding to bring finished size with out disturbing its original shape & balancing as per sample and as per direction of Engineer Incharge.			Job	
4.	02 Job	Re-fixing of impeller in pump shaft with the help of hydraulic pressure machine (heavy duty) & balancing with accurate center as per direction of E/Incharge.			Job	
5.	04 Nos.	Manufacturing & providing S.S. Saleeve as per sample size 50x40x100mm direction of E/Incharge.			Each	
6.	02 Nos.	Manufacturing & providing S.S. Saleeve as per sample size 50x40x140mm direction of E/Incharge.			Each	
7.	02 Nos.	Manufacturing & providing S.S. Saleeve as per sample size 50x40x175mm direction of E/Incharge.			Each	
8.	04 Nos.	Manufacturing & providing S.S. Saleeve as per sample size 100x40x200mm direction of E/Incharge.			Each	
9.	12 Nos.	Removal of saleeve with the help of hydraulic pressure machine (heavy duty) & acetylene flame as per direction of E/Incharge.			Each	
10.	12 Nos.	Fixing of sleeve in pump shaft by heat engineering process as per direction E/Incharge.			Each	
11.	08 Nos.	Manufacturing & providing Mclock key as per sample 150x20x12mm as direction E/Incharge.			Each	

12.	02 Nos.	Manufacturing & providing spider bush Rubber bearing with gun metal steel body re-enforced with neuprem rubber as per sample as per direction of E/Incharge size 75x55x100mm.		Each
13.	04 Nos.	Manufacturing & providing spider bush rubber bearing with gun metal steel body re-enforced with neuprem rubber as per sample as per direction of E/Incharge size 75x55x80.		Each
14.	06 Nos.	Removal of rubber bearing (spider bush) from housing with the help of hydraulic pressure machine(heavy duty) & acetylene flame as per direction E/Incharge.		Each
15.	06 Nos.	Fixing of rubber bearing (spider bush) in housing by heat engineering process as per direction of E/Incharge.		Each
16.	06 Nos.	Manufacturing & providing of studs as per sample as per direction of E/Incharge.		Each
17.	02 Nos.	Manufacturing of S.S Neck ring having size 240x20x33mm for weir pumps as per sample direction of E/Incharge.		Each
18.	02 Job	Removal of S.S. Neck ring from defuser housing with the help of hydraulic pressure machine.		Job
19.	02 Job	Fixing of S.S Neck ring in the defuser housing by heat engineering process.		Job
20.	10 Kg	Providing 12x12mm Teflon gland pakcing.		Кд
21.	30 Kg	Providing rubber flange gas kit size 4x1/8" (Pb-49, Ph-71, Itm-06)		Kg
22.	06 Meter	Providing 0.5mm Fiber Paper sheet (imported)having width = 1 Meter		Meter
23.	200 Pounds	Providing Cotton west (Pb-48, Ph-35, Itm-120)		Pound
24.	100 Kg	Providing Nuts & Bolts i/c Plain & Spring Washer (Pb-49, Ph-71, Itm-05).		Kg
25.	02 Kg	Providing USA made dedex jointing solution.	-	Kg
26.	02 Job	Over hauling of 60 KW vertical houlow shaft Electric Motor.  Scope of Work as Under:-  * Initial testing and dismentalling of Motor.  * Washing / Cleaning of winding with Special cleaning agent (CTC)  * Drying Winding at 110 C temperature  *Testing of winding before impegranatain  *Impregnatain of winding with class "F" warmish insulation and drying.  *Complete checking & balancing of rotor after decabonise.  *Static testing and painting of complete motor  *Witness testing as Site.		Job

Item No.	Qty.	Description of Item to be		Rate	Unit	Amount in
		Executed at Site	Amount ( in Figures)	Amount (in Words)		Rupees
27.	02 Nos	Providing of bearing # 6318 BCG (SKF)  Detail of Service			Each	
	02 Job	Service fee for bearing mounting / dismounting.			Job	
	02 Job	Transportation charges of all equipments.			Job	
	02 Job	Weigh/Shims/Lubricants of SKF			Job	
28.	03 Jobs	Servicing of electric panel for operating 60 KW electric motor decontamination of bus bar including replacement of over heated bus bar lugs nuts & bolts etc (one incoming + 2 out			Job	
		going panel)				

PARESEENPERginger R RESEE (1885) Killellir N.E.K (1886) SR.II-III, KW&SB

I/We hereby Quote	ed Rs	(Rupees
	e work and I / We herek -2010 and comply the f	
	Signature of	Contractor
	With name of	f firm & Seal
Address		
Contact #		



#### PROCUREMENT OF WORKS

For Contracts Costing up to Rs. 2.5 Million)

(Website Tender) (S # )

Name of work:-

PAINTING OF MACHINERY ALONGWITH PIPES / VALVES PLATE FORM / GRIDERS / LOOVERS / FRAMES AND RAILING AT EXTERNAL & INTERNAL SIDE (F.P) & RECOVERY SECTION AT N.E.K K-II PLANT, KW&\$B

:-Name of Office:-

# NORTH EAST KARACHI

(Pumping & Filter)K-II Division

NEK 100 MGD Pumping House & 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 pidders 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



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

e envelope containing the tender documents shall refer the name and number of the rk.

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

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

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

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

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

Bids determined to be substantially responsive shall be checked for any arithmetic ors. 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 decirnal 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
(b)	Brief Description of Work	PAINTING OF MACHINERY ALONGWITH PIPES / VALVES PLATE FORM / GRIDERS / LOOVERS / FRAMES AND RAILING AT EXTERNAL & INTERNAL SIDE (F.P) & RECOVERY SECTION AT N.E.K K-II PLANT, KW&SB.
(c)	Procuring Agency Address	NEK 100 MGD Pump House, Saadi Town Scheme-33, District Malir.
(d)	Estimate Cost	On item rate basis
(e)	Amount of Bid Security	2% Earnest Money
(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 super scribed with the name of the work should be dropped in the Tender Box kept in office of the Chief Engineer (IP&D) at Block-"E" 9 <sup>th</sup> Mile Karsaz, Karachi on at 2.30 PM by Procurement Committee
(i)	Deadline for submission of Bid along with time.	/ /2016_at 2.00 PM
(j)	Time for completion from written order commence	15Days
(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: R	s 2000/=

Authority Issuing Bidding Document

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

#### **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 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 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 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.

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# 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-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.

Clause-14: Measures for prevention of fire and safety measures. The shall not set fire to any standing jungle, trees, bush-wood or grass without 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 surrounding property. The contractor is responsible for the safety of all its 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 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

Executive Engineer/Procuring Agency

# EVALUATION CRITERIA OF THE TENDER UP TO 2.5 MILLION

- 1. Contractor having NTN and copy must be available with tender in case of supply item the GST registration must be available with tender.
- 2. The Pay Order of Bid security as mentioned in NIT and must be available with tender.
- 3. 1 Years Experience certificate of similar nature of job must be available with the tender.
- 4. Turnover Statement last 3 Years
- 5. Similar nature of Bidding Document form upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the tender cannot be accepted
- 6. Rate must be quoted in figure & Words by contractor.
- 7. Bid shall be properly signed by contractor with stamped, address and contact No. #
- 8. If the estimate are based on Sch:2012 and premium can be allowed within allowable limit.
- 9. If the estimate are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be conceder.
- 10. Conditional bid cannot be accepted.
- 11. Bid must be submitted in sealed cover.
- 12. Registration Certificate from S.R. B (Sindh Revenue Board must be attached.

Name of Work

# PAINTING OF MACHINERY ALONGWITH PIPES / VALVES PLATE FORM / GRIDERS / LOOVERS / FRAMES AND RAILING AT EXTERNAL & INTERNAL SIDE (F.P) & RECOVERY SECTION AT N.E.K K-II PLANT, KW&SB.

No.	Qty.	Description of Item to be Executed at Site	Rate		Unit	Amount in
			Amount ( in Figures)	Amount (in Words)		Rupees
1.	48282.27 Sft	Scraping brushing and removing old paint from metal / surface			%Sft	
2.	48282.27 Sft	Painting guard bars gate iron bars grating railing i/c standard braces (etc) and similar open work (three coats)			% Sft	
	I			TOTAL	Rs.	

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

I/We hereby Quoted	d Rs	(Rupees
	work and I / We hereby	
All clauses of SPPR-2	2010 and comply the Ru	les of KW&SB.
	Signature of C	ontractor
	With name of f	irm & Seal
Address		
Contact #		