



DISTRICT MUNICIPAL CORPORATION MALIR ZONE, MALIR KARACHI

Main Kalaboard Bus Stop, Behind Saudabad Police Station, Malir Town, Karachi

No. B&R/MZ/Malir/2016/137.

Dated: 18, July, 2016.

NOTICE INVITING TENDER

1. Malir Zone, District Municipal Corporation, Malir Karachi invites sealed tenders under Sindh Public Procurement Regulatory Authority Rules-2010 (Amended 2013) from the interested contractors/firms in respect of following works:

S. #	Name of Work	Estimated Cost	Bid Security	Tender Fee	Time for completion
1.	Providing boring at Government Degree College Park, Shaheen Bajee Park, Allah Dino Park, Bilal Park Saudia Colony, Mandira Goth Park and B. Area Eidgah Park (Malir Zone) DMC Malir.	Open Rate (within one million)	2%	1000/-	1 month
2.	Providing boring at Moinabad Park, Model Park Khokrapar, Poket Model Park, Quaid Park, Model Park, UC-5 and Nashtarabad Park (Malir Zone), DMC Malir.	Open Rate (within one million)	2%	1000/-	1 month

2. **Eligibility:** Valid Registration with tax authorities & Sindh Revenue Board;

3. **Method of Procurement:** *Single Stage One Envelope.*

4. **Bidding/Tender Documents:**

(i) **Issuance:** Tender documents will be issued to the contractors on submission of written request on their letterhead from date of publication (**during office hours**), on payment of tender fee (*Non-refundable-mentioned against each item*) upto 02-08-2016

(ii) **Submission:** Last date will be (03-08-2016 till 1400 hours).

(iii) **Opening:** will be opened on (03-08-2016 at 1430 hours).

(iv) **Place of issuance, submission, inquiries and opening will be:-**

Address (Postal): Office of the Superintending Engineer, DMC Malir, Main Kalaboard Bust Stop, Behind Saudabad Police Station, Malir Town, Karachi. Phone : 021-99248035

(v) **Un-responded tenders** will be again issued/ submitted/ opened on following dates:-

2nd Attempt: (a) Issue date: 04-08-2016 to 18-08-2016 during office hours

(b) Submission: 19-08-2016 till 1400 hours

(c) Opening: 19-08-2016 at 1430 hours

(d) Venue: **As above.**

5. **Terms & Conditions.**

(a) Under following conditions bid will be rejected:-

(i) Conditional and telegraphic bids/tenders;

(ii) Bids not accompanied by bid security of required amount and form;

(iii) Bids received after specified date and time.

(iv) Black listed firms.

(v) In case the date of opening is declared as a public holiday by the government, the next official working day shall be deemed to the date/time of submission and opening of tender.

(b) **Bid validity Period:** - (90) days

(c) Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.

(d) **Responsive Bidder is required to submit following documents with bid:**

(i) List of similar assignments with cost *one million* under-taken over the past (3) years;

(ii) *Details of equipments, machineries and transport owned by firm/contractor;*

(iii) Financial Statement (summary) and income tax return for the last 3 years;

(iv) Affidavit that firm has never been black listed;


SUPERINTENDING ENGINEER,
DMC MALIR

DIRECTOR (C.B) SPPRA, GOS

With a request to upload on the website of SPPRA as desired under Rule-11 & 12.

Copy to:

1. The Secretary, Local Government Department, Govt. of Sindh.
2. The Administrator, DMC Malir Karachi.
3. The Municipal Commissioner, DMC Malir, Karachi.
4. The Director / Dy. Director Parks and Recreation Dept. DMC Malir, Karachi.

SPPRA TOWNSHIP OFFICE
NO: 992
DATED: 19-07-16



Ph:021-99248035

DIS

Sr. No.	Description of Procurement
1.	Providing boring at Government Degree College (Shaheen Bajee Park, Allah Dino Park, Bilal P Colony, Mandira Goth Park and B. Area Eidgah Zone) DMC Malir.
2.	Providing boring at Moinabad Park, M. Khokrapar, Poket Model Park, Quaid Park, N UC-5 and Nashtarabad Park (Malir Zone), DMC



No.RO(LG)/Malir/3/01/2016
GOVERNMENT OF SINDH
LOCAL GOVERNMENT & HOUSING TOWN
PLANNING DEPARTMENT
Karachi Dated. 26th, February, 2016

To,
The Administrator,
District Municipal Corporation, Malir,
Karachi.


**SUBJECT: CONSTITUTION OF PROCUREMENT COMMITTEE OF DMC MALIR
FOR THE YEAR 2015-2016.**

I am directed to refer to the subject noted above and invite your attention to this Department's letter of even number dated 11.02.2016, the Constitution of Committee may be read as "Constitution of Procurement Committee of DMC Malir for the year 2015-2016" instead of Constitution of Procurement Committee of DMC Malir (Bin Qasim Zone).

RESEARCH OFFICER (LG)

A copy forwarded for information to the:-

1. The Managing Director, Sindh Procurement Authority, Karachi.
2. P.S to Minister, Local Govt. & Housing Town Planning, Sindh.
3. P.S. to Secretary, local Govt. & Housing Town Planning Department.


RESEARCH OFFICER (LG)



No R.O. No. 11/2/2016
GOVERNMENT OF SINDH
LOCAL GOVERNMENT AND HOUSING TOWN
PLANNING DEPARTMENT

Karachi

To

The Administrator,
District Municipal Corporation, Malir,
Karachi.

SUBJECT: CONSTITUTION OF PROCUREMENT COMMITTEE OF DMC MALIR
(BIN QASIM ZONE) FOR THE YEAR 2015-2016.

I am directed to refer to your letter No.DMC Malir/B.Q.
Zone/Administrator/02//2016 dated 25.01.2016 on the subject captioned above and to
convey that orders of the Competent Authority for constitution of the Procurement
Committee as under:-

- | | | |
|----|---|----------|
| 1. | Superintending Engineer
District Municipal Corporation Malir. | Chairman |
| 2. | Executive Engineer/Directors (Concerned)
District Municipal Corporation Malir. | Member |
| 3. | Mr.Amanullah Watio
Executive Engineer
District Municipal Corporation South. | Member |

Necessary action may please be taken after observing all legal formalities
as laid down under the Sindh Public Procurement Rules, 2015.

RESEARCH OFFICER (LG)

A copy is forwarded for information to:

1. The Managing Director, Sindh Procurement Authority, Karachi.
2. P.S to Minister, Local Govt. & Housing Town Planning, Sindh.
3. P.S to Secretary, Local Govt.& Housing Town Planning Department.

RESEARCH OFFICER (LG)



DISTRICT MUNICIPAL CORPORATION
MALIR KARACHI

Main Kalaboard Bus Stop, Behind Saudabad Police Station, Malir Town, Karachi

No.DA/DMC/Malir/2016/232.

Karachi, dated 11-02-2016

ORDER

In compliance of Sindh Public Procurement Regulatory Authority's Rule No.31, a Compliant Redressal Committee for District Municipal Corporation Malir Karachi, is hereby constituted on the following composition with appropriate powers & authorizations, to address the complaints of bidders that may occurs during the procurement proceedings, with immediate effect, till further orders:

- | | |
|---|----------|
| 1. Mr. Tariq Hussain Mughal
Administrator, DMC Malir /
Head of Procuring Agency | Chairman |
| 2. Mr. Baboo Mal
Accounts Officer,
District Municipal Corporation, Malir | Member |
| 3. Mr. Akhtar Jalil Bajwa,
Executive Engineer (Sewerage) KWSB | Member |

This issues with the approval of competent authority.


DIRECTOR ADMINISTRATION,
DMC MALIR KARACHI

Copy to:

1. The Managing Director, SPPRA, Govt. of Sindh, Karachi.
2. The Deputy Commissioner, District Malir Karachi.
3. The Municipal Commissioner, DMC Malir, Karachi.
4. The Assistant Director(s) Local Fund Audit, DMC Malir.
5. The Accounts Officer, DMC Malir.
6. The PS to Secretary, Local Govt. Department, Govt. of Sindh.


DIRECTOR ADMINISTRATION,
DMC MALIR KARACHI

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING DATA

Work No.1

- (a). **Name of Procuring Agency:** MALIR ZONE, DISTRICT MUNICIPAL CORPORATION, KARACHI.
- (b). **Brief Description of Works:** PROVIDING BORING AT GOVERNMENT DEGREE COLLEGE PARK, SHAHEEN BAJEE PARK, ALLAH DINO PARK, BILAL PARK SAUDIA COLONY, MANDIRA GOTH PARK AND B. AREA EIDGAH PARK (MALIR ZONE) DMC MALIR.
- (c). **Procuring Agency's address:-**MAIN KALABOARD BUS STOP, BEHIND SAUDABAD POLICE STATION, MALIR TOWN, KARACHI.
- (d). **Estimated Cost:-** _____ OPEN RATE (WITHIN 01 MILLION)
- (e). **Amount of Bid Security:-** _____ 2% OF ESTIMATED COST
- (f). **Period of Bid Validity (days):-** 90 Days
- (g). **Security Deposit:-** (i). **(bid security):-** 02% of Contract/Sanction Amount
(ii) 8% Retention money of bill amount will be deducted from Running Bill
- (h). **Percentage, if any, to be deducted from bills:** _____ 7.5% Income Tax
- (i). **Deadline for Submission of Bids along with time:** 02-08-2016 (1400 hours)
- (j). **Venue, Time, and Date of Bid Opening:** 02-08-2016 (1430 hours) at the Office of Superintending Engineer, DMC Malir, Main Kalaboard Bust Stop, Behind Saudabad Police Station, Malir Town, Karachi.
- (k). **Time for Completion from written order of commence:** _____ One month
- (L). **Liquidity damages:-** _____ Rs.1000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). **Deposit Receipt No:** _____ **Date:** _____
- Amount:(in words & figures)** _____ Rs.1000/= (Rupees one thousand only)

DEPUTY DIRECTOR (PARKS & RECREATION)

BIDDING DATA

Work No.2

- (a). **Name of Procuring Agency:** MALIR ZONE, DISTRICT MUNICIPAL CORPORATION, KARACHI.
- (b). **Brief Description of Works:** PROVIDING BORING AT MOINABAD PARK, MODEL PARK KHOKRAPAR, POKET MODEL PARK, QUAID PARK, MODEL PARK, UC-5 AND NASHTARABAD PARK (MALIR ZONE), DMC MALIR.
- (c). **Procuring Agency's address:-**MAIN KALABOARD BUS STOP, BEHIND SAUDABAD POLICE STATION, MALIR TOWN, KARACHI.
- (d). **Estimated Cost:-** _____ OPEN RATE (WITHIN 01 MILLION)
- (e). **Amount of Bid Security:-** _____ 2% OF ESTIMATED COST
- (f). **Period of Bid Validity (days):-** 90 Days
- (g). **Security Deposit:-** (i). **(bid security):-** 02% of Contract/Sanction Amount
(ii) 8% Retention money of bill amount will be deducted from Running Bill
- (h). **Percentage, if any, to be deducted from bills:** _____ 7.5% Income Tax
- (i). **Deadline for Submission of Bids along with time:** 02-08-2016 (1400 hours)
- (j). **Venue, Time, and Date of Bid Opening:** 02-08-2016 (1430 hours) at the Office of Superintending Engineer, DMC Malir, Main Kalaboard Bust Stop, Behind Saudabad Police Station, Malir Town, Karachi.
- (k). **Time for Completion from written order of commence:** _____ One month
- (L). **Liquidity damages:-** _____ Rs.1000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%)
- (m). **Deposit Receipt No:** _____ **Date:** _____
- Amount:(in words & figures)** _____ Rs.1000/= (Rupees one thousand only)

DEPUTY DIRECTOR (PARKS & RECREATION)

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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