



**OFFICE OF EXECUTIVE ENGINEER  
PROJECT DIRECTORATE OF  
COMMISSIONER KARACHI**

4, Club Road, Karachi. Tel No. 99205637, Fax 99205638

No.EE/PD/CKD/ 87 /2017-18


Dated: 26/04/2018

To,

The Director (CB),  
Government of Sindh,  
Sindh Public Procurement Regulatory Authority,  
Karachi.

**SUBJECT: NIT No. EE/PD/CK/10/2017-18, dated: 26-04-2018.**

Please enclosed find herewith NIT, eligibility criteria in original as well as in CD & attested copy of Procurement Committee Notification and Complaint Redressal Committee, Annual Procurement Plan and Standard bidding documents complete schedule only in CD in respect of above NIT are sent herewith for hoisting on SPPRA website at an earliest.

  
**EXECUTIVE ENGINEER  
Project Directorate of  
Commissioner Karachi**

Encl: CD

Copy For Information:-

1. Project Director Project Directorate of Commissioner Karachi.

SPPRA INWARD DIARY  
NO : 8575  
DATED : 27-04-2018



**OFFICE OF EXECUTIVE ENGINEER  
PROJECT DIRECTORATE OF  
COMMISSIONER KARACHI**

4, Club Road, Main Commissioner Office Karachi.  
Tel No. 99205637, Fax 99205638,  
Email: pdcommissionerate@gmail.com

No.EE/PD/CKD/ 10 /2017-18

Dated: 26 /04/2018

**TENDER NOTICE**

Procuring Agency invites sealed bids on bidding documents as per bidding method mentioned below from all the interested bidders under SPPRA Rules 2010 (Amended 2016-17) for the following work :-

Sr. No.	Name of work	Estimated Cost	Time allowed for completion	Tender Cost
1.	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING DRAINAGE LINE TO NEW FLATS).	Rs. 9,81,934/-	15-Days	1000/-
2.	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING OF WATER SUPPLY LINES)	Rs. 9,96,000/-	15-Days	1000/-

SCHEDULE	DATE & TIME	VENUE
Receiving of Applications for issuance of Tenders.	02-05-2018 to 16-05-2018 During Office Hour	Office of The Executive Engineer, Project Directorate, of Commissioner Karachi at 4 Club Road, Main Commissioner Office, Karachi.
Dropping Of Tenders	17-05-2018 2:00 P.M	Office of The Executive Engineer, Project Directorate, of Commissioner Karachi at 4 Club Road, Main Commissioner Office, Karachi.
Opening of Tenders	17-05-2018 At 2:30 P.M	Office of The Executive Engineer, Project Directorate, of Commissioner Karachi at 4 Club Road, Main Commissioner Office, Karachi.

**TERMS & CONDITIONS:**


1. The Tender documents will be issued to contractor on the submission of written request on letter head and on payment of non refundable cost of Tender price through pay order from any schedule bank in favour of Executive Engineer, Project Directorate, of Commissioner Karachi.
2. Un-Responded / rejected Tenders will be re-issued from 21-05-2018 to 05-06-2018 will be received back on 06-06-2018 upto 02:00 Pm & will be opened on the same day after half hour at 02:30 p.m respectively in the office address mentioned above with same terms & condition.
3. Photocopy of Registration certificate with Sindh Board of Revenue is required to submit by all participants alongwith bidding document at the time of dropping in Tender Box.
4. In case of holiday and unforeseen circumstances on opening date the bids shall be submitted and opened on the next working day, other terms and conditions shall remain same.
5. 2% of bid amount against each work in shape of pay order/Bank draft in favor of Executive Engineer, Project Directorate, of Commissioner Karachi shall be attached with the Tender as earnest amount.
6. Tender is unsealed cover and without 2% earnest money will not be entertained and discarded.
7. The single stage-one envelope procedure would be adopted for tender work as per SPPRA Rule 46(1).
8. Total bid amount as well as the rate of items must be filled both in figure and words and in case any correction is made by the contractor himself then each correction must be initialed by the contractor otherwise the Tenders are liable to be summarily rejected/cancelled without any compensation but penalty will be imposed as per rules.

9. If any fake documents are found than the tender is liable to be rejected /cancelled without any compensation but penalty will be imposed as per rules.
10. Undertaking on stamp paper that firm is not involved in any litigation, Departmental rift, abandoned or unnecessary delay in completion of any work in the Government Departments.
11. Affidavit to the effect that firm has not been black listed previously by any executing agency.
12. Conditional Tenders will not be entertained.
13. Registration with Income Tax Department (NTN Copy) and Sindh Revenue Board (SRB). (Sales Tax Registration) and copy CNIC.
14. Bidding Documents can be seen / Downloaded from Authority's website SPPRA [www.sppra.sindh.gov.pk](http://www.sppra.sindh.gov.pk)
15. The Competent Authority reserves the right to reject any or all the tenders in accordance with SPPRA Rules 2010.
16. Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.
17. **Eligibility Criteria.**

Sr.#	Eligibility Criteria.
01	NTN Certificate.
02	Registration with Sindh Revenue Board (SRB) in the category of Good/Works etc.
03	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million)

**Qualification Criteria.**

Sr.#	Qualification Criteria.
01	Minimum Three years experience of relevant field.
02	Turnover of at least Rs. 03.00 Million in last three years.
03	Required Bid security may be attached.
04	Bid is signed named and stamped by the authorized person of the firm along with Authorization letter.

  
 EXECUTIVE ENGINEER  
 PROJECT DIRECTORATE OF  
 COMMISSIONER KARACHI.  
 Project Directorate  
 of  
 Commissioner Karachi

Copy forwarded with Compliments for Information to:-

1. The Secretary Information Technology Department, Government of Sindh Karachi for incorporating on the web portal of Government of Sindh, ( [www.sindh.gov.pk](http://www.sindh.gov.pk) ) long with CD.
2. The Project Director, of Commissioner, Karachi.
3. The Director (C&B) Sindh Public Procurement Regulator Authority, Government of Sindh, Karachi, **(SPPRA BIDDING DOCUMENTS ATTACHED ALONGWITH CD & PROCUREMENT PLAN).** With a request to hoist NIT as SPPRA Website.
4. Assistant Engineer, Project Directorate of Commissioner Karachi.

EXECUTIVE ENGINEER  
 PROJECT DIRECTORATE OF  
 COMMISSIONER KARACHI.



**OFFICE OF EXECUTIVE ENGINEER  
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**EXECUTIVE ENGINEER**  
**Project Directorate of**  
**Commissioner Karachi**  
Executive Engineer  
Project Directorate  
of  
Commissioner Karachi





GOVERNMENT OF SINDH  
SERVICES, GENERAL ADMINISTRATION &  
COORDINATION DEPARTMENT

**NOTIFICATION**

NO.SOB(SGA&CD)11-01/2017-18: The following Procurement Committee is hereby constituted under Rule 07 of SPP Rules 2010 for the office of the Project Directorate of Commissioner Karachi:-

- |  |          |
|--|----------|
| 1. Executive Engineer, Project Directorate of Commissioner Karachi         | Chairman |
| 2. Executive Engineer KMC Korangi, South Karachi                           | Member   |
| 3. Assistant Accounts Officer, Project Directorate of Commissioner Karachi | Member   |

The functions and responsibilities of the Procurement Committee are as under:-

- Preparing bidding documents.
- Carrying out technical as well as financial evaluation of the bids.
- Preparing evaluation report as provided in Rule-45.
- Making recommendations for the award of Contract to the Competent Authority.
- Perform any other function ancillary and incidental to the above.

SECRETARY (G.A)

Karachi, dated the 11<sup>th</sup> August, 2017

NO.SOB(SGA&CD)11-01/2017

Copy is forwarded for information to:-

- The Commissioner Karachi Division, Karachi, with reference to letter No.PD/CKD/31/2017, dated 09-08-2017.
- The P.S to Secretary (GA), SGA&CD, Government of Sindh, Karachi.
- The PA to Deputy Secretary (B&A) SGA&CD, Government of Sindh.
- All Members.

  
SECTION OFFICER (BUDGET)  
SGA&CD



NO:Dev(SGA&CD)/3(356)/2016  
GOVERNMENT OF SINDH  
SERVICES, GENERAL ADMINISTRATION AND  
COORDINATION DEPARTMENT

Karachi dated 12<sup>th</sup> May, 2017

## NOTIFICATION

The competent authority has been pleased to constitute Complaint Redressal Committee under rule-31 of Sindh Public Procurement Rules, 2010 for the project Directorate, Commissionerate Karachi comprising the following:-

1	Project Director Commissionerate Karachi	Chairman
2	Representative of Accountant General Sindh	Member
2	Director Local Government Karachi	Member

This issues with the approval of Chief Secretary, Sindh.

(SHAZIA RIZVI)  
SECRETARY (GA)

NO:(Dev)SGA&CD-3(356)/2016,

Karachi dated 12<sup>th</sup> May, 2017

**A copy is forwarded to the:-**

- 1) Accountant General Sindh, Karachi.
- 2) Chairman Board, P&D Department, Govt of Sindh, Karachi.
- 3) Principal Secretary to Chief Minister Sindh, Karachi.
- 4) Principal Secretary to Governor Sindh, Karachi.
- 5) Secretary to Govt. of Sindh Finance Department.
- 6) Secretary to Govt. of Sindh Local Govt. Department.
- 7) Commissioner Karachi Division.
- 8) Managing Director Sindh Public Procurement Authority.
- 9) Sr. Chief PP&H Planning & Development Department.
- 10) Project Director Commissionerate Karachi.
- 11) Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
- 12) PS to Chief Secretary Sindh, Karachi.
- 13) PS to Secretary (GA) SGA&CD.

  
ABDUL WAHEED KHAN  
ASSISTANT DIRECTOR (DEV)



S. NO	Description of procurement	Quantity where Applicable	Estimated Unit Cost (Where Applicable) in Millions	Funds Allocated (1000) Million	Source of funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks	
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
5	Establishment of Deputy Commissioner Office Complex including Residences at District Malir, Karachi. (Office Complex) ADP No. 2300 (2017-18)		172.00 (Million)			Single Stage Single Envelope	✓					
6	Construction of Office and Accommodation for Deputy Commissioner (South), "Including Residences" Karachi. (Residence Block) ADP No. 2295 (2017-18)		155.00 (Million)			Single Stage Single Envelope	✓					
7	Establishment of Deputy Commissioner Office Complex, "Including Residences" at District Korangi, Karachi. (Residence Block) ADP No. 2296 (2017-18)		196.00 (Million)			Single Stage Single Envelope	✓					
8	Construction of Office Accommodation for Deputy Commissioner (East), Karachi. "Including Residences" (Residence Block) ADP No. 2298 (2017-18)		174.00 (Million)			Single Stage Single Envelope	✓					
9	Establishment of Commissioner Club, at District Korangi, Karachi. ADP No. 2299 (2017-18)		184.00 (Million)			Single Stage Single Envelope	✓					

S. NO	Description of procurement	Quantity where Applicable	Estimated Unit Cost (Where Applicable) in Millions	Funds Allocated (1000) Million	Source of funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks	
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
10	Establishment of Deputy Commissioner Office Complex including Residences at District Malir, Karachi. (Residence Block)		166.40 (Million)			Single Stage Single Envelope	✓					
	ADP No. 2300 (2017-18)											
11	MAINTENANCE & REPAIR OF COMMISSIONER HOUSE KARACHI (SERVANT QUARTER)		0.991 (Million)			Single Stage Single Envelope	✓					
12	MAINTENANCE & REPAIR OF COMMISSIONER OFFICE KARACHI (P.D. Office)		0.996 (Million)			Single Stage Single Envelope	✓					
13	MAINTENANCE & REPAIR OF COMMISSIONER RESIDENCE KARACHI (Lawns)		0.998 (Million)			Single Stage Single Envelope	✓					
14	MAINTENANCE & REPAIR SEWORAGE LINE COMMISSIONER OFFICE NEAR FLATS		0.993 (Million)			Single Stage Single Envelope	✓					
15	MAINTENANCE & REPAIR OF COMMISSIONER RESIDENCE KARACHI (Lawns)		0.998 (Million)			Single Stage Single Envelope	✓					
16	MAINTENANCE & REPAIR SEWORAGE LINE COMMISSIONER OFFICE NEAR FLATS		0.993 (Million)			Single Stage Single Envelope	✓					
17	MAINTENANCE & REPAIR OF COMMISSIONER OFFICE (ATM MACHINE ROOM)		0.990 (Million)			Single Stage Single Envelope	✓					

S. NO	Description of procurement	Quantity where Applicable	Estimated Unit Cost (Where Applicable) in Millions	Funds Allocated (1000) Million	Source of funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
18	MAINTENANCE & REPAIR SEWAGE LINE COMMISSIONER OFFICE BEHIND ADDITIONAL DEPUTY COMMISSIONER-I, SOUTH KARACHI.		0.997 (Million)			Single Stage Single Envelope	✓				
19	MAINTENANCE & REPAIR TO THE RESIDENCE OF ADDITIONAL COMMISSIONER-II, KARACHI DIVISION. (FLOORING WORK)		0.997 (Million)			Single Stage Single Envelope	✓				
20	M&R TO RESIDENCE OF MR. FARHAN GHANI ADDITIONAL COMMISSIONER-I KARACHI DIVISION (GENERAL REPAIR / RENOVATION WORKS)		0.995 (Million)			Single Stage Single Envelope	✓				
21	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING JANITORIAL SERVICES).		1.000 (Million)			Single Stage Single Envelope		✓			
22	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (OPERATION OF PASSENGER LIFT)		1.000 (Million)			Single Stage Single Envelope		✓			
23	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING DRAINAGE LINE TO NEW FLATS).		0.981 (Million)			Single Stage Single Envelope		✓			
24	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING OF WATER SUPPLY LINES)		0.996 (Million)			Single Stage Single Envelope			✓		

EXECUTIVE ENGINEER

Project Directorate of  
Commissioner Karachi  
Project Directorate

of  
Commissioner Karachi



# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

**MAINTENANCE & REPAIR TO COMMISSIONER OFFICE  
KARACHI (PROVIDING DRAINAGE LINE TO NEW FLATS).**

**Cost: -**

**On offer rate basis**

**(Approximate Cost Rs. 9,81,933/-)**

**Bid Security: -**

**2 % Bid Cost.**

**Tender Cost: -**

**Rs. 1,000/-**

## **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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a). **Name of Procuring Agency:** Executive Engineer Project Directorate of Commissioner Karachi.
- (b). **Brief Description of Works:** **MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING DRAINAGE LINE TO NEW FLATS).**
- (c). **Procuring Agency's address:** - Executive Engineer Project Directorate of Commissioner Karachi, 4 Club Road Main Commissioner Office, Karachi.
- (d). **Cost:** - On offer rate basis (Approximate Cost less than Rs. 9,81,933/-)
- (e). **Amount of Bid Security:** - 2 % of the bid (this will be converted into performance guarantee after successful bidding.
- (f). **Period of Bid Validity (days):**- 90 Days. ✓
- (g). **Security Deposit :- (including bid security):-** 10% of Cost ( 2% as performance guarantee & 8% will be deducted as security deposit from running payments).
- (h). **Deadline for Submission of Bids along with time:** - 17-05-2018 upto 2:00 PM
- (i). **Venue, Time, and Date of Bid Opening:** - 17-05-2018 upto 2:00 AM, at Office of the Executive Engineer Project Directorate of Commissioner Karachi. 4 Club Road Main Commissioner Office, Karachi.
- (j). **Time for Completion from written order of commence:** - 15 Days
- (k). **Liquidity damages:** - (0.05 of Estimated Cost or Bid cost per day of delay but total not exceeding 10%).
- (L). **Deposit Receipt No: Date:** Amount Rs. 1000 (Rupees One Thousand Only) in the name of Executive Engineer/Authority issuing bidding document)

  
Executive Engineer  
Project Directorate of  
Commissioner Karachi



### **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 be reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

### **Clause – 3: Termination of the Contract.**

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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



**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

- work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

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

**Clause – 11:**

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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



**Clause –18: Financial Assistance /Advance Payment.**

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

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

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

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

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

**Contractor**

**Divisional Accountant**

**Executive Engineer/Procuring Agency**

**Executive Engineer  
Project Directorate  
of  
Commissioner Karachi**

## BILL OF QUANTITIES


**Description and rate of Items based on Composite Schedule of Rates (Part A-I Water Supply & Sanitary Works)**

Item No.	Description of item to be executed at site	Qty	Rate	Unit	Amount in Rupees
<b>PART A-I (Schedule Items)</b>					
1.	Providing Chambers 15" x 19" (inside dia mansions) 24" deep for house meters with 6" thick C.C 1:3: 6 blocks set -on 1:6 cement motors 6" thick C.C 1:4: 8 in foundation, 1/2" thick cement plaster 1:3 to all inside wall surface and to top 1" thick C.C 1:2:4 flooring complete with hinged cast iron cover and frame 15" x9 (inside) clear 1:2: 4 including curing excavation back filling & disposal of surplus earth etc. complete.	18 Nos.	5913.22	Each	Rs. 1,06,437/96
Total					Rs. 1,06,437/96

I/we hereby quoted \_\_\_\_\_% above/below the Scheduled Rate.

In words \_\_\_\_\_

Contractor

  
EXECUTIVE ENGINEER  
PROJECT DIRECTORATE OF  
COMMISSIONER KARACHI.  
Executive Engineer  
Project Directorate  
of  
Commissioner Karachi



**(B) Description and rate of Items based on Non-Schedule.**

Item No.	Description of item to be executed at site	Qty	Rate	Unit	Amount in Rupees
1.	Construction of man hole or inception chamber 2'-0x2'-0 & upto3'-0 inside dimension for required dia of circular sewer with wall of solid block masonry 1:3:6 set in 1:6 cement sand mortar 6" thick with 6" thick C.C 1:4:8 in foundation ,1/2" thick plaster in 1:4 ration to all inside wall surface & to top 1" thick C.C flooring etc i/c, curing excavation, back filling & Disposal od surface earth as directed by the Engineer Incharge. (a) Size 2'-0x2'-0x2'-0 to 3'-0	32 Nos.		Each	
2.	P/F RCC man hole cover of 3"thickness embedded with angle iron frame 1-1/2x1-1/2"x1-1/4" and bars of 3/8" dia mild steel placed at 6" i/c both way i/c handle in center for lifting poured with C.C. 1:2:4 in/c curing, finishing etc complete	950.00 Sft		P.Sft	
3.	P/F UPVC water supply pipe of AGM or Pak Arab make schedule 40 € ASTM standard D-1785 with all necessary fitting like elbow, bend, tee, etc. This includes fixing on wall with clamps or jubilee clip upto height of 50'-0 in vertical or horizontal position using jhoola or long ladder or scaffolding and jointing pipe& fittings with approved solvent / JTG solution. The rate includes all cost of labour, material, and cartage, as directed by Engineer Incharge 1/2" dia.				
	Block A 1"Dia	250.00 Rft		P.Rft	
	Block B & C 1-1/4" Dia	280.00 Rft		P.Rft	
4.	P/F UPVC fitting of Schedule 40€ ASTM-D-1785 Standard (AGM or Pak Arab make)with the cost of breaking through walls and roof in/c jointing with PVC solvent /JTG solution and fixing at any height/floor using jhools or long ladder or scaffolding in horizontal or vertical position as directed by the Engineer Incharge 1-1/2" dia.				
a)	Socket / Bush	36 Nos.		Each	
b)	Elbow	24 Nos.		Each	
c)	Tee	24 Nos.		Each	
d)	Handle Valve	6 Nos.		Each	
e)	Union	12 Nos.		Each	
5.	Providing GI pipe with out fitting IIL (L) in/c cutting, fitting and threading also cost of breaking through walls or slab making good with 1:2:4 C.C. finishing with cement plaster etc. The cost also in/c wrapping plastic or bitumen tape fitted on surface testing with a pressure head of 200'-0 etc complete in all respect as directed by the Engineer In charge.				
	2" Dia	120.00 Rft		P.Rft	
	2-1/2" Dia	60.0 Rft		P.Rft	

6.	S/F fitting of approved quality & gauge fitted on existing pipe as directed by the Engineer In charge.				
a)	Socket	12 Nos.		Each	
b)	Elbow	18 Nos.		Each	
c)	Bush	12 Nos.		Each	
d)	Tee	10 Nos.		Each	
e)	Handle Valve	6 Nos.		Each	
f)	Gate Valve	3 Nos.		Each	
g)	Bearing Nipple	15 Nos.		Each	
7.	P/F Brass foot valve.				
i)	2-1/2" Dia	3 Nos.		Each	
ii)	2" Dia	2 Nos.		Each	
				<b>Total Part B-I</b>	

Total (B) Rupees \_\_\_\_\_

In Words \_\_\_\_\_

Contractor

  
 EXECUTIVE ENGINEER  
 PROJECT DIRECTORATE OF  
 COMMISSIONER KARACHI.  
 Executive Engineer  
 Project Directorate  
 of  
 Commissioner Karachi

## SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part. A (Item based on S/R)  _____ % Below / Above	Rs.	
02	Part. B (Item based on O/R)	Rs.	
03	Part. C (Item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. \_\_\_\_\_ in Words \_\_\_\_\_

\_\_\_\_\_ for the complete job for all schedule of rate & offer rates (which ever included in the BOQ).

I/We have attached a Bid Security amounting to Rs. \_\_\_\_\_/- as per NIT in shape of pay order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ issued from \_\_\_\_\_.

Time Limit: 1 Month      Penalty Per Day: Rs. 1,000/- per day (Max.10% of Sanctioned Cost)

**Validity: 90 Days as per SPPRA Rules 2010**


Note:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I, II, III, & IV) and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address:

\_\_\_\_\_  
\_\_\_\_\_

  
 Executive Engineer  
 Project Directorate of  
 Commissioner Karachi  
 Executive Engineer  
 Project Directorate  
 of  
 Commissioner Karachi



**OFFICE OF EXECUTIVE ENGINEER  
PROJECT DIRECTORATE OF  
COMMISSIONER KARACHI**

4, Club Road, Main Commissioner Office Karachi.  
Tel No. 99205637, Fax 99205638,  
Email: pdcommissionerate@gmail.com

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

**Eligibility Criteria.**

<u>Sr.#</u>	<u>Eligibility Criteria.</u>
1	NTN Certificate.
2	Registration with Sindh Revenue Board (SRB) in the category of Good/Works etc.
3	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million)

**Qualification Criteria.**

<u>Sr.#</u>	<u>Qualification Criteria.</u>
01	Minimum Three years experience of relevant field.
02	Turnover of at least Rs. 03.00 Million in last three years.
03	Required Bid security may be attached.
04	Bid is signed named and stamped by the authorized person of the firm along with Authorization letter.

  
EXECUTIVE ENGINEER  
Project Directorate of  
Commissioner Karachi  
Executive Engineer  
Project Directorate  
of  
Commissioner Karachi

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

**MAINTENANCE & REPAIR TO COMMISSIONER OFFICE  
KARACHI (PROVIDING OF WATER SUPPLY LINES).**

<b>Cost: -</b>	On offer rate basis (Approximate Cost Rs. 9,96,000/-)
<b>Bid Security: -</b>	2 % Bid Cost.
<b>Tender Cost: -</b>	Rs. 1,000/-



## **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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

- (a). **Name of Procuring Agency:** Executive Engineer Project Directorate of Commissioner Karachi.
- (b). **Brief Description of Works:** **MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING OF WATER SUPPLY LINES).**
- (c). **Procuring Agency's address:** - Executive Engineer Project Directorate of Commissioner Karachi, 4 Club Road Main Commissioner Office, Karachi.
- (d). **Cost:** - On offer rate basis (Approximate Cost less than Rs. 9,96,000/-)
- (e). **Amount of Bid Security:** - 2 % of the bid (this will be converted into performance guarantee after successful bidding.
- (f). **Period of Bid Validity (days):**- 90 Days.
- (g). **Security Deposit :- (including bid security):-** 10% of Cost ( 2% as performance guarantee & 8% will be deducted as security deposit from running payments).
- (h). **Deadline for Submission of Bids along with time:** - 17-05-2018 upto 2:00 PM
- (i). **Venue, Time, and Date of Bid Opening:** - 17-05-2018 upto 2:00 AM, at Office of the Executive Engineer Project Directorate of Commissioner Karachi. 4 Club Road Main Commissioner Office, Karachi.
- (j). **Time for Completion from written order of commence:** - 15 Days
- (k). **Liquidity damages:** - (0.05 of Estimated Cost or Bid cost per day of delay but total not exceeding 10%).
- (L). **Deposit Receipt No: Date:** Amount Rs. 1000 (Rupees One Thousand Only) in the name of Executive Engineer/Authority issuing bidding document)

  
Executive Engineer  
Project Directorate of  
Commissioner Karachi

### **Conditions of Contract**

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

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

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

### **Clause – 3: Termination of the Contract.**

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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



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

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

**Clause-10: Quality Control.**

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

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

**Clause – 11:**

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

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

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

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

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

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

**Divisional Accountant**

**Contractor**

**Executive Engineer/Procuring Agency**

## BILL OF QUANTITIES

Description and rate of Items based on Non-Schedule.

(Water Supply & Sanitary Works)

### NON-SCHEDULE ITEMS

Item No.	Description of item to be executed at site	Qty	Rate	Unit	Amount in Rupees
1.	P/F UPVC pipe of Pak Arab or equivalent make for sewerage line pipe of schedule SDR-41 ASTM standard D-2466 with necessary sockets in/c excavation the trench of required dia and depth and then laying pipe in trench jointing and refilling excavated stuff as directed by the Engineer In charge.				
a)	12" Dia	350 Rft.		P.Rft	
b)	8" Dia	330 Rft.		P.Rft	
c)	6" Dia	96 Rft.		P.Rft	
				Total	

Total (B) Rupees \_\_\_\_\_

In Words \_\_\_\_\_

Contractor \_\_\_\_\_

  
EXECUTIVE ENGINEER  
PROJECT DIRECTORATE OF  
COMMISSIONER KARACHI  
Executive Engineer  
Project Directorate  
of  
Commissioner Karachi



## SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:		<u>In Figure</u>	<u>In Words</u>
01	Part. A (Item based on S/R)  _____ % Below / Above	Rs.	
02	Part. B (Item based on O/R)	Rs.	
03	Part. C (Item based on A/R)		
Grand Total (A+B+C)		Rs.	

The Total amount is Rs. \_\_\_\_\_ in Words \_\_\_\_\_

\_\_\_\_\_ for the complete job for all schedule of rate & offer rates (which ever included in the BOQ).

I/We have attached a Bid Security amounting to Rs. \_\_\_\_\_/- as per NIT in shape of pay order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ issued from \_\_\_\_\_.

Time Limit: 1 Month      Penalty Per Day: Rs. 1,000/- per day (Max.10% of Sanctioned Cost)

**Validity: 90 Days as per SPPRA Rules 2010**


Note:

- Tender must be quoted in figure & in words both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We/I read the standard bidding Documents (Volume-I, II, III, & IV) and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Signature of the contractor with stamp

Address:

\_\_\_\_\_  
\_\_\_\_\_

  
 Executive Engineer  
 Project Directorate of  
 Commissioner Karachi  
 Project Directorate  
 of  
 Commissioner Karachi



**OFFICE OF EXECUTIVE ENGINEER  
PROJECT DIRECTORATE OF  
COMMISSIONER KARACHI**

4, Club Road, Main Commissioner Office Karachi.  
Tel No. 99205637, Fax 99205638,  
Email: pdcommissionerate@gmail.com

Bidders are advised to submit following documents with bidding documents for Eligibility / Qualification Criteria.

**Eligibility Criteria.**

<u>Sr.#</u>	<u>Eligibility Criteria.</u>
1	NTN Certificate.
2	Registration with Sindh Revenue Board (SRB) in the category of Good/Works etc.
3	Registration with Pakistan Engineering Council in relevant category/field (for works costing more than Rupees Four Million)

**Qualification Criteria.**

<u>Sr.#</u>	<u>Qualification Criteria.</u>
01	Minimum Three years experience of relevant field.
02	Turnover of at least Rs. 03.00 Million in last three years .
03	Required Bid security may be attached.
04	Bid is signed named and stamped by the authorized person of the firm along with Authorization letter.

  
**EXECUTIVE ENGINEER  
Project Directorate of  
Commissioner Karachi**

Executive Engineer  
Project Directorate

Commissioner Karachi